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BEFORE THE
SURFACE TRANSPORTATION BOARD

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Docket No. NOR 42175

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f) FOR SUBSTANDARD PERFORMANCE OF
AMTRAK'S SUNSET LIMITED TRAINS 1 AND 2

**UNION PACIFIC RAILROAD COMPANY'S
REPLY STATEMENT AND EVIDENCE**

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REPLY VERIFIED STATEMENTS

Reply Verified Statement of Grant A. Janke

Reply Verified Statement of Erin Batt

Reply Verified Statement of Katherine N. Novak

REPLY EXHIBITS

Reply Exhibit A: Agreement between National Railroad Passenger Corporation and Union Pacific Railroad Company (excerpts)

Reply Exhibit B: Current *Sunset Limited* Train 1 & Train 2 Schedules

Reply Exhibit C: Contract Between Central Pacific Railway Company, Southern Pacific Company, and Great Northern Railway Company (excerpt)

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Reply Exhibit D: Apprentice Train Dispatcher Passenger Train Training

Reply Exhibit E: Amtrak and the HDC Operating Team: HDC Amtrak Guide

Reply Exhibit F: Considerations for Optimal Dispatching of Amtrak

NOTE: In this Reply Statement and the accompanying reply verified statements, material within single braces (“{ }”) has been designated “Confidential” under the Protective Order in this proceeding, and material within double braces (“{{ }}”) has been designated “Highly Confidential” under the Protective Order in this proceeding. Confidential and Highly Confidential material has been redacted from the public version of this filing.

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GLOSSARY

Term/Acronym	Definition
Amtrak	National Railroad Passenger Corporation
BNSF	BNSF Railway Company
Briefing Order	STB Decision served Aug. 19, 2024
CN	Canadian National Railway Company and its subsidiary Illinois Central Railroad Company
Complaint Period	October 1, 2021, through September 30, 2022
CPKC	Canadian Pacific Kansas City Limited
CSX	CSX Transportation, Inc.
FRA	Federal Railroad Administration
FTI	Freight train interference
ICC	Interstate Commerce Commission
NOPB	New Orleans Public Belt Rail Corporation
NS	Norfolk Southern Railway Company
PRIIA	Passenger Rail Investment and Improvement Act of 2008
Union Pacific	Union Pacific Railroad Company

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I. Introduction

The Board should reject Amtrak's effort to attribute the *Sunset Limited's* failure to achieve Congress's standard for on-time performance to violations of Amtrak's right to preference. To improve the *Sunset Limited's* on-time performance, the Board should instead encourage Amtrak to work with Union Pacific to align the *Sunset Limited's* schedules with Congress's standard and the FRA's metric for determining compliance with that standard ("Customer OTP").

Contrary to Amtrak's claims, Amtrak's preference under 49 U.S.C. § 24308(c) does not require dispatchers to resolve all dispatching conflicts in Amtrak's favor, and it does not require host carriers to design and operate their networks to ensure Amtrak trains are always on time. Congress created Amtrak to relieve railroads from financial burdens of serving passengers that were endangering their ability to compete for freight, not to promote passenger service at the expense of freight service. Under 49 U.S.C. § 24308(a), Congress left Amtrak and host carriers to negotiate on-time performance obligations, requiring only that their contracts include a penalty for untimely performance.

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Amtrak and Union Pacific have a contract that addresses Union Pacific's on-time performance obligation (the "Operating Agreement").¹ The Operating Agreement does not guarantee Amtrak trains will always be on time, regardless of the impact on freight service. Union Pacific agreed to "make every reasonable effort" to deliver Amtrak trains "to all scheduled passenger stops on UP by the scheduled time therefor,"² and the parties negotiated a metric and standard for determining on-time performance ("Contract OTP").³

In the Passenger Rail Investment and Improvement Act of 2008 ("PRIIA"),⁴ Congress established its own standard for on-time performance.⁵ Congress charged the FRA and Amtrak with developing a metric for measuring on-time performance.⁶ Congress also charged the Board with investigating failures to achieve its standard and making recommendations to improve on-time performance.⁷ However, Congress recognized host carriers' on-time performance obligations are governed by their agreements with Amtrak, not the new metric and standard.⁸

Under PRIIA, the Board's primary responsibility in this proceeding is to determine why the *Sunset Limited* failed to achieve Congress's standard for on-time service from October 1, 2021, through September 30, 2022 (the "Complaint Period"). The record identifies two primary causes:

¹ Excerpts of relevant portions of the Operating Agreement are attached as Union Pacific Reply Exhibit A.

² See Union Pacific Reply Exhibit A, Art. III, § 3.3.

³ See *id.*, App. V.E.

⁴ Pub. L. No. 110-432, Div. B, 122 Stat. 4907.

⁵ See *id.* § 213(a)(1) (codified at 49 U.S.C. § 24308(f)(1)).

⁶ See *id.* § 207(a) (codified at 49 U.S.C. § 24101 note).

⁷ See *id.* § 213(a)(1) (codified at 49 U.S.C. § 24308(f)(1)).

⁸ See *id.* § 207(c) (codified at 49 U.S.C. § 24101 note) ("To the extent practicable, Amtrak and its host rail carriers shall incorporate the metrics and standards developed under subsection (a) into their access and service agreements.").

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Union Pacific's overall service was unacceptably poor, and *Sunset Limited* schedules are not aligned with Customer OTP.

Amtrak claims Union Pacific was solely responsible for the *Sunset Limited*'s substandard performance, but its claim is disproven by recent experience. From October 2023 through September 2024, Union Pacific has exceeded Contract OTP's 70% on-time threshold and consistently earned performance payments by exceeding the 80% incentive threshold. However, because *Sunset Limited* schedules were never modified to align them with the demands of the FRA's on-time metric, the *Sunset Limited*'s performance was still considered substandard under Customer OTP, as shown below.

***Sunset Limited* Contract OTP versus Customer OTP⁹**

	Contract OTP	Customer OTP
Oct. 2023	93.8%	64.2%
Nov. 2023	89.9%	63.0%
Dec. 2023	94.1%	66.4%
Jan. 2024	92.2%	70.2%
Feb. 2024	86.2%	53.2%
Mar. 2024	81.9%	64.0%
Apr. 2024	80.9%	56.5%
May 2024	83.9%	48.8%
June 2024	72.3%	42.0%
July 2024	88.9%	60.2%
Aug.2024	75.0%	54.3%
Sept. 2024	83.2%	71.6%

Even though Union Pacific's on-time performance obligation is governed by the Operating Agreement, Union Pacific has worked in good faith to resolve the schedule alignment issue so

⁹ See the accompanying reply verified statement of Katherine N. Novak at 6, Table 1.

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Amtrak can achieve Customer OTP. Amtrak has frustrated those efforts by refusing to negotiate any extension of the current schedules.

Amtrak's statements in this proceeding reveal this impasse is due to Amtrak's misguided view of its right to preference. Amtrak says it will not base its schedules on the assumption that host carriers will violate its right to preference¹⁰ and claims the only reason the *Sunset Limited* does not consistently achieve Customer OTP is that Union Pacific violates its right to preference.¹¹

However, Union Pacific gives Amtrak preference. Under § 24308(c), Amtrak has "preference over freight transportation in using a rail line, junction, or crossing," except in an emergency or unless the Board orders otherwise. Amtrak's preference means dispatchers resolving conflicts between freight trains and Amtrak trains must give Amtrak's interests greater weight. Amtrak monitors Union Pacific's compliance with its preference using real-time access to Union Pacific's dispatching screens. Before Amtrak filed its Opening Statement, Amtrak personnel never contacted their Union Pacific counterparts to claim a preference violation during the Complaint Period.

In this proceeding, Amtrak attempts to redefine the meaning of preference. *First*, Amtrak claims its preference is "absolute," meaning dispatchers must resolve all conflicts in Amtrak's favor, regardless of impacts to other trains.¹² However, Amtrak's definition is contrary to the plain

¹⁰ See Amtrak's Response to the Board's Interrogatories and Document Requirements; Appendix A – Part III (Sept. 25, 2023) ("Amtrak's Sept. 2023 Resp.") at 55.

¹¹ See Amtrak's Opening Statement, STB Docket No. NOR 42175 (Oct. 7, 2024) ("Amtrak Op.") at 105.

¹² Amtrak Op. at 68; see also *id.* at 64 ("The text of the statute imposes an obligation on host rail carriers to prioritize Amtrak passengers over freight transportation, without limitation."); *id.* at 89 (criticizing Union Pacific for teaching dispatchers that preference "does not mean they should disregard impacts to other trains or the network as a whole to ensure Amtrak trains are never slowed or stopped en route").

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meaning of preference, pre-Amtrak industry practice, and Amtrak's prior admissions that requiring dispatchers to "'never let a freight train interfere' just is not a real-world approach."¹³

Second, Amtrak claims its preference not only governs dispatching conflicts, but also requires host carriers to design and operate their networks to ensure Amtrak trains are always on time.¹⁴ However, Amtrak's attempt to expand the definition of preference ignores the statutory text and legislative history, which show preference involves resolving individual dispatching conflicts. Amtrak's claim also ignores the statutory context, which shows host carriers' on-time performance obligations arise from contracts they entered pursuant to § 24308(a), not the preference requirement in § 24308(c).

Amtrak has not shown Union Pacific violated its right to preference. As required by the Board, Union Pacific submitted root cause analyses of 992 specific delays to *Sunset Limited* trains that Amtrak attributed to freight train interference by Union Pacific.¹⁵ Amtrak said nothing about preference when the delays occurred but now attributes those delays to preference violations. However, nearly all Amtrak's complaints involve Union Pacific's network design and operating strategies (*e.g.*, Union Pacific's train and siding lengths, train scheduling, and crew management),

¹³ *Financial Assistance to Amtrak: Hearings before the Subcomm. On Transp. & Aeronautics of the H. Comm. on Interstate and Foreign Commerce*, 93rd Cong. 32 (1973) (testimony of Amtrak President Roger Lewis).

¹⁴ See Amtrak Op. at 61.

¹⁵ See Union Pacific Railroad Company's Responses to the Surface Transportation Board's Requests For Additional Information Served February 13, 2024 (Apr. 15, 2024) ("UP Select Delays RCA"); Union Pacific Railroad Company's Responses to the Surface Transportation Board's Request for Root Cause Analyses Regarding Delays to Amtrak's *Sunset Limited* Train 1 (June 4, 2024) ("UP Train 1 RCA"); Union Pacific Railroad Company's Additional Responses to the Surface Transportation Board's Request for Root Cause Analyses Regarding Delays to Amtrak's *Sunset Limited* Train 1 (June 14, 2024) ("UP Train 1 Supp. RCA"); Union Pacific Railroad Company's Responses to the Surface Transportation Board's Request for Root Cause Analyses Regarding Delays to Amtrak's *Sunset Limited* Train 2 (July 24, 2024) ("UP Train 2 RCA").

rather than dispatchers' resolutions of individual conflicts between freight trains and Amtrak trains. Where Amtrak does complain about individual dispatching decisions, it now relies on a theory of absolute preference; Amtrak never specifies what dispatchers should have done differently or demonstrates how an alternative decision would not have compromised the overall fluidity of the network for both freight and passenger transportation. Amtrak thus fails to identify a single preference violation involving the *Sunset Limited*.

Union Pacific provides highly favorable dispatching treatment to the *Sunset Limited*. In addressing only delays Amtrak identified, the root cause analyses necessarily ignore the other side of the story—the many more interactions between freight trains and Amtrak trains causing freight delay with no Amtrak delay. Amtrak's own data show Union Pacific dispatchers worked to make up time lost to delays, and Union Pacific's data show Amtrak trains more consistently operated closer to their minimum possible transit times and with less variability than freight trains during the Complaint Period.

Union Pacific treats the *Sunset Limited* favorably not only to comply with statutory and contractual obligations but also to promote network fluidity for freight customers. From a public policy perspective, the *Sunset Limited* is a money pit, requiring subsidies of approximately \$622 per passenger¹⁶—more than the cost of an airline ticket between New Orleans and Los Angeles. However, Union Pacific has strong incentives to propose realistic schedules and provide on-time performance. The *Sunset Limited*'s route is critical to Union Pacific. Approximately {{REDACTED}} of Union Pacific's traffic, representing approximately {{REDACTED}} billion in annual revenue, moved

¹⁶ See Amtrak, Monthly Performance Report: YTD September FY 2024 (Oct. 31, 2024) at 7 (reporting adjusted operating earnings of negative \$47.8 million and 76.9 thousand passengers), available at <http://www.amtrak.com/documents>.

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over some part of the route in 2023.¹⁷ When *Sunset Limited* trains are stopped on Union Pacific—whether on the main line, on sidings, or at most passenger stations—they are consuming capacity that could be used for freight service.¹⁸

* * *

Union Pacific's Reply Statement elaborates on the above points and responds to specific questions posed by the Board:

- Part II describes the *Sunset Limited*'s route and Union Pacific's status as a host carrier for the *Sunset Limited*.
- Part III explains why the *Sunset Limited*'s failure to achieve Customer OTP during the Complaint Period was attributable to service issues Union Pacific has overcome and scheduling issues Amtrak has refused to address.
- Part IV shows Amtrak is relying on a flawed definition of preference and has not identified any actual preference violations by Union Pacific.
- Part V explains why the Board lacks authority to award damages or other relief for preference violations in this proceeding.
- Part VI addresses the Board's questions about *Sunset Limited* schedules and advances a new proposal for aligning the schedules with Customer OTP.
- Part VII responds to Amtrak's recommendations to improve the on-time performance of the *Sunset Limited* and shows many of Amtrak's recommendations would reduce the *Sunset Limited*'s on-time performance.

¹⁷ See the accompanying reply verified statement of Grant A. Janke at 3.

¹⁸ The *Sunset Limited*'s passenger stops take place at platforms located alongside main line tracks at all stations except El Paso, San Antonio, and Palm Springs. Houston has a station track, but the train often stops on the main line for operational convenience.

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Union Pacific's reply statement is supported by reply verified statements from Grant A. Janke, Union Pacific's Assistant Vice-President of Capital Planning and Finance, who focuses on operations over the *Sunset Limited* Route ("Janke RVS"); Erin Batt, Union Pacific's Vice-President of Harriman Dispatching Center, who focuses on Amtrak's preference allegations ("Batt RVS"); and Katherine N. Novak, Union Pacific's General Director Interline Operations, who focuses on scheduling issues ("Novak RVS").

II. The *Sunset Limited* Route And Union Pacific's Status As A Host Carrier.

Sunset Limited trains operate over critical parts of Union Pacific's network on their route between New Orleans and Los Angeles ("*Sunset Limited* Route" or "Route"). Union Pacific has consistently invested in capacity to provide safe, reliable, efficient service on its portion of the *Sunset Limited* Route. Amtrak has never contributed to these investments.

Although Amtrak's Opening Statement focuses almost exclusively on Union Pacific, Union Pacific is not the host carrier for the entire Route. Union Pacific's status as a host carrier for the *Sunset Limited* is governed by the Operating Agreement. Under the Operating Agreement, Union Pacific hosts the *Sunset Limited* between Iowa Jct., Louisiana, and Yuma Jct., California. On rare occasions, Union Pacific also acts as host between West Bridge Jct. and Live Oak, Louisiana.

The *Sunset Limited* Route and Union Pacific's status as a host carrier for the *Sunset Limited* are described in more detail below.

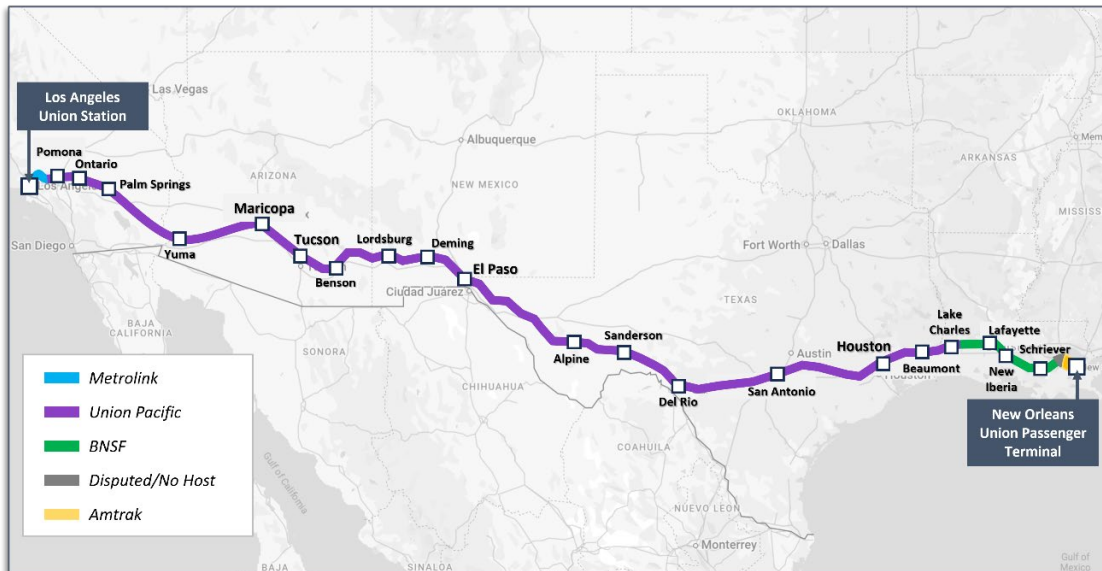
A. Union Pacific has consistently invested in capacity to provide safe, reliable, and efficient service on its portion of the *Sunset Limited* Route.

The *Sunset Limited* Route is an approximately 1,994-mile rail corridor between New Orleans and Los Angeles. Union Pacific's portion of the Route consists of approximately 1,770 miles of Union Pacific-owned and dispatched main line between Iowa Jct., Louisiana, and Yuma

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Jct., California. The Route passes through several of Union Pacific's busiest and most complex terminal areas, including Lake Charles, Louisiana; Beaumont, Houston, San Antonio, and El Paso, Texas; Santa Teresa, New Mexico; Tucson and Yuma, Arizona; and West Colton and Los Angeles, California. Between Houston and Beaumont, Union Pacific operates directionally, generally moving westbound trains over its Houston Subdivision and eastbound trains over its Beaumont Subdivision. Between western Louisiana and eastern Texas, Union Pacific shares use of the Route with BNSF and CPKC.¹⁹ The schematic below provides an overview of the *Sunset Limited* Route.

***Sunset Limited* Route**



Prior to Amtrak's creation, Union Pacific's predecessor, Southern Pacific, operated the *Sunset Limited*. However, as automobile and airplane travel increased, the *Sunset Limited* and other intercity passenger rail services began losing money.²⁰ In 1950, Southern Pacific tried to revive

¹⁹ See Janke RVS at 4.

²⁰ *Railroad Passenger Train Deficit*, 306 I.C.C. 417, 419 (1959) ("[I]n 1930 for the first time an operating deficit from passenger service was shown. Since then, except during World War II, recorded expenses of performing this service have regularly exceeded the revenues therefrom."); (continued...)

the *Sunset Limited*'s prospects by investing millions of dollars in new trainsets and promoting a "new 42-hour schedule."²¹ The effort failed to stem the losses. By 1954, Southern Pacific "was racking up a \$50 million annual passenger deficit."²² A few years later, the ICC concluded an investigation into passenger service by reporting "the expense of performing this service has regularly exceeded associated revenues," and the financial loss endangered "the present and future welfare of the railroad industry."²³

Congress created Amtrak in 1970 to preserve intercity passenger rail service while relieving railroads from the burdens of providing an unprofitable service that was reducing the industry's ability to serve shippers and compete with other transportation modes.²⁴ Contrary to Amtrak's claims, Congress did not require railroads to give Amtrak preference as the price of relieving them from their obligation to provide intercity passenger rail service. However, Congress did require railroads to pay Amtrak approximately \$200 million in cash and rail passenger

see also id. at 429 ("The principal reason for these losses is, of course, well known; namely, the increase in the availability and use of motor and air transportation.").

²¹ Kevin Keefe, *High-Water Mark for the 'Sunset Limited,'* Classic Trains (July 30, 2020), <https://cs.trains.com/ctr/b/mileposts/archive/2020/07/30/high-water-mark-for-the-39-sunset-limited-39.aspx>.

²² *See id.*

²³ *Railroad Passenger Train Deficit*, 306 I.C.C. at 479.

²⁴ *See* Rail Passenger Service Act of 1970 ("RPSA"), Pub. L. No. 91-518, 84 Stat. 1327; *see also, e.g., Passenger Train Service Legislation: Hearings Before the Subcomm. On Surface Transportation of the S. Comm. on Commerce*, 91st Cong. 176 (1969) (testimony of Chairman of the Board of the Penn Central Company describing passenger operations as "a serious drain . . . on [the railroad's] resources and on [the railroad's] ability to compete for freight traffic against other railroads and other modes of transportation"); *id.* at 209 (testimony of the President and Chief Executive Officer of Northern Pacific Railway Company that a "continuation of this burden" of providing unprofitable passenger service "will impair [the railroad's] viability as a transportation company and reduce its ability to serve its shippers").

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equipment.²⁵ Railroads were also expected to enter into agreements governing the terms under which they would provide service to Amtrak.²⁶

Congress's creation of Amtrak did not revive the *Sunset Limited*'s fortunes. Intercity travelers vastly prefer driving or flying over traveling by train. The *Sunset Limited* has seventeen station stops on Union Pacific. At eleven of the seventeen station stops on Union Pacific for *Sunset Limited* Train 1, and twelve of the seventeen station stops on Union Pacific for *Sunset Limited* Train 2, fewer than ten passengers detrained from each train on average each day during the Complaint Period.²⁷ One of those station stops, Sanderson, Texas, recently dubbed "America's quietest train station," received only 247 passengers in 2023.²⁸ For Amtrak's fiscal years 2019 through 2023, Amtrak reported cumulative losses of \$193 million from operating the *Sunset Limited*.²⁹ In fiscal year 2023, Amtrak reported passenger ridership of 77.3 thousand and operating losses of \$44.7 million, or \$578 per passenger.³⁰ In fiscal year 2024, Amtrak's operating losses were \$622 per passenger.³¹

²⁵ See RPSA § 401(a)(2)–(3); see also Congressional Record at S 6540 (May 1, 1970).

²⁶ See RPSA § 402(a)(1) (codified as amended at 49 U.S.C. § 24308(a)).

²⁷ See Union Pacific Reply Workpaper "Average Station Ridership.xlsx" (derived from Amtrak's Response to the Board's Interrogatories and Document Requirements; Appendix A – Part III (Dec. 5, 2023) ("Amtrak's Dec. 2023 Resp.") "Detailed COTP, Lateness and Arrival Data" (AMTRAK_STB_NATIVE_0022.2)).

²⁸ Amelia North, *America's quietest train station revealed – with only 247 passengers last year*, Independent (Oct. 26, 2024), <https://www.independent.co.uk/travel/news-and-advice/texas-sanderson-quietest-train-station-us-b2636087.html>.

²⁹ See Amtrak, Monthly Performance Report: YTD Sept. FY 2023 (Oct. 31, 2023) at 7 (\$44.7 million); Amtrak, Monthly Performance Report: YTD September FY 2022 (Oct. 31, 2022) at 7 (\$41.8 million); Amtrak, Monthly Performance Report: YTD September FY 2021 (Oct. 26, 2021) at 7 (\$39.6 million); Amtrak, Monthly Performance Report: FY 2020 (Oct. 30, 2020) at 8 (\$35.7 million); Amtrak, Monthly Performance Report: FY 2019 (Apr. 10, 2020) at 8 (\$31.5 million). These reports are all available at www.amtrak.com/documents.

³⁰ See Amtrak, Monthly Performance Report: YTD September FY 2023 at 7.

³¹ See *supra* note 16.

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Regardless of the *Sunset Limited*'s profitability, Union Pacific has powerful incentives to provide safe, reliable, and efficient service on its portion of the *Sunset Limited* Route. Approximately {{[REDACTED]}} of Union Pacific's traffic, representing approximately {{[REDACTED] [REDACTED]}} of Union Pacific's annual revenue, moved over some part of the Route in 2023.³² A large portion of the traffic consists of intermodal containers moving in double-stack service from California to Texas, Illinois, Arkansas, and to connections with eastern railroads in New Orleans and Shreveport, Louisiana, Marion, Arkansas, and Chicago, Illinois.³³ Union Pacific also uses the Route to move a wide variety of products in manifest service, including chemicals, construction materials, and automobiles, as well as unit trains of grain and rock.³⁴ The Route also connects northern portions of Union Pacific's system with five of the six major gateways to Mexico, where Union Pacific interchanges traffic with the two largest railroads in Mexico, Ferromex and CPKC.³⁵

Union Pacific has made substantial investments in capacity to accommodate growth and improve performance on its portion of the *Sunset Limited* Route. Union Pacific acquired most of the Route through its merger with Southern Pacific. Since the merger, Union Pacific has constructed approximately 470 miles of second main track.³⁶ In June 2022, Union Pacific completed construction of eight miles of second main track from Crosby to Dayton, Texas, at a cost of approximately \$40 million.³⁷ Also, in 2023, Union Pacific completed a project that extended Englewood Yard's departure tracks and created a bypass track to improve fluidity of

³² See Janke RVS at 3.

³³ See *id.*

³⁴ See *id.*

³⁵ See *id.* at 3–4.

³⁶ See *id.* at 8.

³⁷ See *id.* at 9.

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traffic moving through Houston at a cost of approximately \$70 million.³⁸ Union Pacific is currently completing construction of nine miles of second main track west of West Colton, California, which will provide a double-track main line from South Fontana to North Ontario, California, in early 2025. The project is estimated to cost approximately \$50 million.³⁹

Union Pacific has also invested tens of millions of dollars to expand capacity by adding new sidings and extending existing sidings. Since 2018, Union Pacific has added seven new sidings on single-track portions of the Route, as shown below.

New Passing Sidings Since 2018⁴⁰

Siding	Subdivision	In Operation	Siding Length
Hacienda	Del Rio	8/5/2020	15,594
Inge	Del Rio	8/22/2020	15,000
Medina	Del Rio	11/18/2020	15,000
Yucca	Del Rio	11/25/2020	15,000
Richmond	Glidden	11/25/2020	12,464
Major	Del Rio	6/29/2022	14,640
Keller	Del Rio	6/25/2024	14,480

On average, each siding cost approximately \$13 million, from the design phase to completion of construction, and all but one of these new sidings is greater than 14,000 feet in length.⁴¹

In the same period, Union Pacific has extended existing sidings at 23 locations on single-track portions of the Route, as shown below.

³⁸ *See id.*

³⁹ *See id.*

⁴⁰ *See id.* at 10.

⁴¹ *See id.*

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Extended Passing Sidings Since 2018⁴²

Siding	Subdivision	In Operation	Old Length	New Length
Piedra	Gila	6/8/2019	8,280	15,560
Clyde	Yuma	8/6/2019	8,500	15,200
Bosque	Gila	8/10/2019	8,049	15,500
Mecca	Yuma	8/23/2019	8,388	14,420
Aztec	Gila	8/30/2019	8,275	15,000
McNary	Valentine	1/7/2020	8,018	15,078
Lasca	Valentine	1/31/2020	8,189	15,718
Marfa	Valentine	4/21/2020	8,375	15,389
Lull	Sanderson	4/24/2020	8,396	15,984
Finlay	Valentine	4/30/2020	7,552	16,611
Rosenfeld	Sanderson	5/2/2020	8,386	15,000
Kingsbury	Glidden	7/9/2020	8,422	17,263
Seco	Del Rio	7/22/2020	8,341	17,237
Sierra Blanca	Valentine	9/8/2020	10,265	15,000
Flatonia	Glidden	9/17/2020	9,957	15,000
Anacacho	Del Rio	10/14/2020	8,365	15,221
Johnstone	Del Rio	10/28/2020	8,239	15,529
Bernard	Glidden	11/18/2020	8,731	14,860
Wendell	Valentine	12/15/2021	8,366	15,189
Lenox	Sanderson	1/19/2022	8,377	16,500
Alpine	Sanderson	2/2/2022	8,314	15,040
Dryden	Sanderson	3/2/2022	8,747	15,000
Noonan	Del Rio	8/2/2022	9,463	16,200

On average, each siding extension cost approximately \$8 million, from the design phase to completion of construction, and all 23 sidings are now greater than 14,000 feet in length.⁴³

⁴² *See id.* at 11.

⁴³ *See id.*

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In total, Union Pacific has invested approximately \$385 million to expand track capacity on the *Sunset Limited* Route since 2018.⁴⁴ *Sunset Limited* trains benefit from all this investment even though Amtrak has not contributed to the costs.

B. Union Pacific’s status as a host carrier for the *Sunset Limited* is determined by the Operating Agreement.

In its Opening Statement, Amtrak incorrectly claims Union Pacific is the *Sunset Limited*’s host carrier between East Bridge Jct. and West Bridge Jct. in Louisiana.⁴⁵ Amtrak also incorrectly claims Union Pacific could be considered the *Sunset Limited*’s host between East Bridge Jct. and Southport Jct., Louisiana, and between West Bridge Jct. and Live Oak, Louisiana.⁴⁶ Union Pacific agrees with Amtrak that the Board should rely on the FRA’s definition of host railroad in this proceeding.⁴⁷ However, under the FRA’s definition, Union Pacific is never the *Sunset Limited*’s host carrier between Southport Jct. and West Bridge Jct., and it only rarely serves as host carrier between West Bridge Jct. and Live Oak. The schematic below provides an overview of the portion of the *Sunset Limited* Route between Amtrak’s terminal in New Orleans and Live Oak.

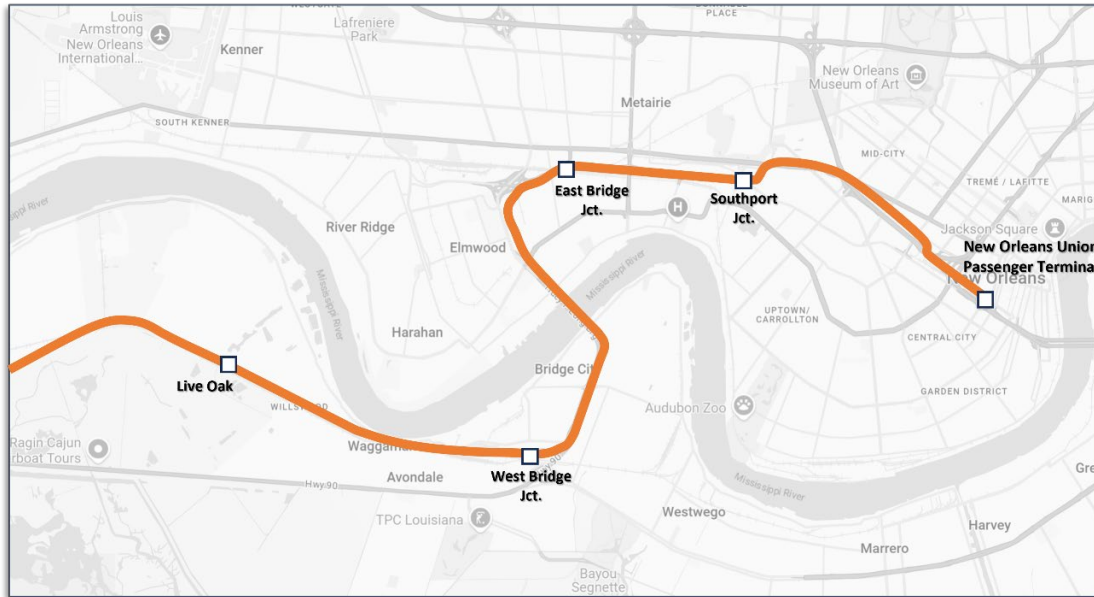
⁴⁴ See *id.* at 11. This spending for new capacity is in addition to the approximately \$1.0 billion that Union Pacific invested from 2019 through 2023 to renew existing infrastructure on the Route. See *id.*

⁴⁵ See Amtrak Op. at 22.

⁴⁶ See *id.* at 20–22 (Southport Jct.-East Bridge Jct.); *id.* at 22–26 (West Bridge Jct.-Live Oak).

⁴⁷ See *id.* at 16. Using the FRA’s definition makes sense because this proceeding involves application of the FRA’s Customer OTP metric. Cf. *Union Pacific R.R. Co. v. STB*, 863 F.3d 816 (8th Cir. 2017).

***Sunset Limited* Route Between New Orleans and Live Oak**



Under the FRA’s definition of host railroad, Union Pacific’s status as a host carrier for the *Sunset Limited* is determined by the Operating Agreement. The FRA defines “host railroad” as a railroad “directly accountable to Amtrak by agreement for Amtrak operations over a railroad line segment.”⁴⁸ The Operating Agreement defines the railroad line segments on which Union Pacific is directly accountable to Amtrak for operation of Amtrak trains, including the *Sunset Limited*.

Under the Operating Agreement, Union Pacific is never directly accountable to Amtrak for the *Sunset Limited*’s operation between Southport Jct. and West Bridge Jct. Union Pacific agreed to provide Amtrak with use of certain “Rail Lines.”⁴⁹ The Operating Agreement specifically addresses those Rail Lines in Article IV and refers to Appendix I, which sets forth “the timetable speeds of the UP Rail Lines” and “by route, the actual minutes of slow orders in effect on UP Rail

⁴⁸ 49 C.F.R. § 273.3.

⁴⁹ See Union Pacific Reply Exhibit A, Art. III, § 3.3.

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Lines.”⁵⁰ The portion of the *Sunset Limited* Route between Southport Jct. and West Bridge Jct. is *not* included in the timetables or slow order information in Appendix I, and thus it is *not* part of the Rail Lines under the Operating Agreement.⁵¹ Therefore, Union Pacific is never the host carrier for the portion of the *Sunset Limited* Route between Southport Jct. and West Bridge Jct.⁵²

On rare occasions, Union Pacific is directly accountable to Amtrak for the *Sunset Limited*’s operation between West Bridge Jct. and Live Oak. The Operating Agreement’s Appendix I includes a timetable for Union Pacific’s Avondale Subdivision, which runs between West Bridge Jct. and a station identified as “BNSF Conn.”⁵³ “BNSF Conn.” is the beginning of BNSF’s Lafayette Subdivision at Live Oak. The timetable’s milepost references confirm the line segment is the former Southern Pacific main line through Avondale, highlighted in red in the schematic below.⁵⁴ However, Amtrak trains operating between West Bridge Jct. and Live Oak almost never use that line segment. Instead, they almost always use a line segment BNSF acquired from Union Pacific in the Union Pacific/Southern Pacific merger, highlighted in green in the schematic below. The BNSF line is *not* shown in the timetables or slow orders information in Appendix I, and thus it is *not* part of the Rail Lines under the Operating Agreement. Therefore, Union Pacific is not the

⁵⁰ *Id.*, Art IV, § 4.2.

⁵¹ *See id.*, App. I. Amtrak does not compensate Union Pacific for use of the segment between Southport Jct. and West Bridge Jct.

⁵² Union Pacific is also directly accountable to Amtrak by agreement for arrival times at checkpoints identified in the Operating Agreement. However, all the checkpoints for the *Sunset Limited* are located at or west of Iowa Jct., so this provision does not support Amtrak’s claim that Union Pacific is the *Sunset Limited*’s host at or east of Live Oak. *See id.*, App. V, Table 1.

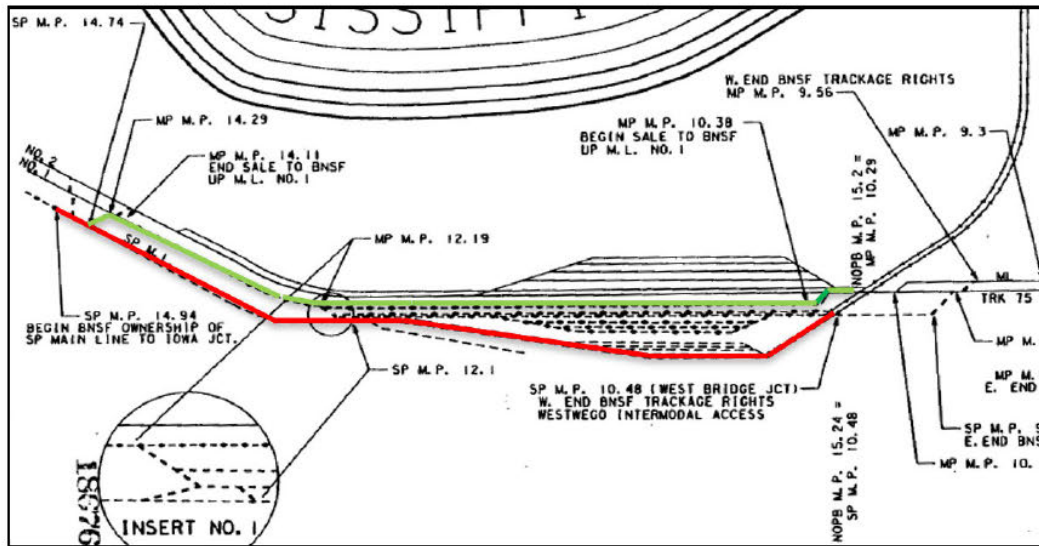
⁵³ *See id.*, App. I, Table A, page ww.

⁵⁴ The timetable refers to two former Southern Pacific mileposts, milepost 10.5 at West Bridge Jct. and milepost 14.9 at BNSF Conn. As shown in the schematic, milepost 10.5 is “SP M.P. 10.48,” which is south of the connection to the BNSF main line regularly used by the *Sunset Limited*. Milepost 14.9 is “SP M.P. 14.94,” which is where BNSF’s ownership of what is now the jointly-owned “50/50 Line” was to begin.

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host carrier when the *Sunset Limited* traverses the BNSF-owned line (or any other lines not covered by the Operating Agreement).⁵⁵

Host Status Between West Bridge Jct. and Live Oak



Amtrak's claims regarding Union Pacific's status as a host misrepresent the terms of the Operating Agreement. The Operating Agreement does not give Amtrak a right to use Union Pacific's trackage rights over CN track between Southport Jct. and East Bridge Jct. or over NOPB track between East Bridge Jct. and West Bridge Jct.⁵⁶ The language on which Amtrak relies requires Union Pacific to make its rights to use the property of others available when necessary to

⁵⁵ Amtrak does not compensate Union Pacific for the *Sunset Limited*'s use of the segment between West Bridge Jct. and Live Oak.

⁵⁶ See Amtrak Op. at 21, 22.

operate Amtrak's trains over Rail Lines.⁵⁷ The language does not affect whether a line segment is itself a Rail Line.⁵⁸

Amtrak is also incorrect when it claims the *Sunset Limited* primarily operated over the Union Pacific segment between West Bridge Jct. and Live Oak during the Complaint Period.⁵⁹ Union Pacific's analysis shows just { [REDACTED] } *Sunset Limited* runs moved over the former Southern Pacific-owned main line during the Complaint Period.⁶⁰

Finally, Amtrak is incorrect in suggesting its delay reporting regarding a particular carrier determines host carrier status.⁶¹ Rail carriers have no obligation to dispute incorrectly reported or incorrectly delays. Amtrak's erroneous delay assignments of delays cannot make a carrier a host—that status is determined by the terms of a carrier's agreements with Amtrak.

III. The *Sunset Limited*'s Failure To Achieve Congress's Standard For On-Time Performance During The Complaint Period Was Attributable to Service Issues Union Pacific Has Since Resolved And *Sunset Limited* Scheduling Issues Amtrak Has Refused To Address.

The Board should reject Amtrak's claim that the *Sunset Limited*'s failure to achieve Congress's standard for on-time performance during the Complaint Period was entirely attributable to factors that could be addressed by Union Pacific. The evidence in this proceeding

⁵⁷ See *id.* at 22.

⁵⁸ Union Pacific's operation of the interlocker at East Bridge Jct. also has no bearing on its host carrier status. Union Pacific agreed to operate the interlocker to help facilitate efficient interchange of trains in New Orleans between BNSF and Union Pacific, on the one hand, and NS and CSX, on the other hand. See Union Pacific Railroad Company's Response to Appendix A, Part IV (Sept. 25, 2023) ("UP's Sept. 2023 Resp.") at 2. Union Pacific's role in dispatching Amtrak trains at East Bridge Jct. does not give Amtrak additional rights under the Operating Agreement, and thus it does not make Union Pacific a host carrier at East Bridge Jct.

⁵⁹ See Amtrak Op. at 24.

⁶⁰ See Batt RVS at 14 n.5. Union Pacific's archived data did not include the field necessary to determine routing before November 3, 2021. See *id.*

⁶¹ See Amtrak Op. at 18.

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shows the *Sunset Limited*'s failure to achieve Congress's standard was attributable to two factors: Union Pacific's overall service was unacceptably poor, and *Sunset Limited* schedules are not aligned with Customer OTP. As discussed in Section III.A, Union Pacific has resolved its service issues. As discussed in Section III.B, Amtrak refuses to acknowledge the scheduling issue. Until Amtrak agrees to align *Sunset Limited* schedules with Customer OTP, the *Sunset Limited* will not achieve Congress's on-time performance standard.

A. Union Pacific has resolved the service issues that contributed to the *Sunset Limited*'s substandard performance during the Complaint Period.

Union Pacific has resolved the service issues that contributed to the *Sunset Limited*'s failure to achieve Congress's standard for on-time performance during the Complaint Period. Because the *Sunset Limited* runs over Union Pacific for the majority of its route, the *Sunset Limited*'s on-time performance is tied to the overall performance of Union Pacific's network. As Union Pacific's operations recovered from the challenges related to the Covid-19 pandemic and its aftermath, the *Sunset Limited*'s on-time performance also improved. Amtrak attempts to attribute the *Sunset Limited*'s substandard performance to Union Pacific's network design and operating practices relating to train length, train scheduling, crew management, and dispatching. However, Union Pacific's network design and operating practices have not substantially changed, but overall service has improved to the point that Union Pacific is regularly earning contractual on-time performance payments for the *Sunset Limited*.

1. Union Pacific's overall poor performance contributed to the *Sunset Limited*'s substandard performance during the Complaint Period.

Union Pacific does not dispute that the *Sunset Limited*'s on-time performance suffered during the Complaint Period. Union Pacific paid Amtrak nearly { } in performance

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penalties during the Complaint Period.⁶² However, Union Pacific’s performance issues did not only affect the *Sunset Limited*. Amtrak’s complaints are not substantially different from those the Board heard from freight customers of Union Pacific and other major railroads. In a May 2022 decision requiring Union Pacific and the other largest U.S. rail carriers to provide service recovery plans, the Board described reports it had received “from a broad range of stakeholders about inconsistent and unreliable rail service” on an “industry-wide basis.”⁶³ The Board observed that rail service performance had dropped to “below historical norms” as measured by indicators including “system average train speed” and “average number of trains holding per day.”⁶⁴ The Board stated that “crew shortages” appeared to be “among the central causes” of the service issues.⁶⁵

Union Pacific acknowledged its significant service issues. In testimony before the Board, Eric Gehringer, Union Pacific’s Executive Vice President Operations, stated that the railroad was suffering from network congestion that was causing “progressively poorer service.”⁶⁶ Mr. Gehringer explained the congestion was impacting Union Pacific’s “crew and power availability,” which was “feed[ing] into a cycle” and “degrading network fluidity.”⁶⁷ He further explained Union Pacific was taking steps to address the congestion, but its efforts were hindered

⁶² See Novak RVS at 16.

⁶³ *Urgent Issues in Freight Rail Service—Railroad Reporting*, EP 770 (Sub-No. 1), slip op. at 1, 2 (STB served May 6, 2022).

⁶⁴ *Id.* at 2.

⁶⁵ See *id.* at 2 n.5.

⁶⁶ Written Testimony of Eric J. Gehringer, *Urgent Issues in Freight Rail Service*, STB Docket No. EP 770 at 1 (filed Mar. 3, 2022).

⁶⁷ *Id.* at 2.

by crew shortages, compounded by hiring difficulties in the post-Covid-19 environment.⁶⁸ Mr. Gehringer estimated it would likely take “the better half of the year to de-congest the network.”⁶⁹

Union Pacific’s network congestion and crew shortages during the Complaint Period help explain the nature of the delays to the *Sunset Limited* that Amtrak attributed to Union Pacific. As a result of congestion and crew shortages, freight trains were often operating far behind schedule, so they were interacting with the *Sunset Limited* where such interactions normally would not occur, increasing the difficulties in planning efficient meets and overtakes.⁷⁰ Freight trains were also spending more time tied down in terminals and in other locations, which limited planning options available to dispatchers.⁷¹ Congestion and crew shortages also affected Union Pacific’s ability to recover from incidents that delayed *Sunset Limited* trains.⁷² When a freight train stopped on a main line or siding for any reason, the crew was more likely to be short on time. If the crew expired, the train remained tied down longer than usual.⁷³ Congestion and crew shortage concerns also affected dispatching priorities, as dispatchers attempted to avoid the additional impacts on network fluidity and crew resources that would result if crews expired and trains were tied down far from crew change points.⁷⁴

Union Pacific had every incentive to avoid the delays that affected the *Sunset Limited*. As discussed above, the *Sunset Limited* Route is a critical part of Union Pacific’s network. Delays caused by congestion and crew shortages impact Union Pacific and its freight customers as much

⁶⁸ *See id.* at 3–4.

⁶⁹ *Id.* at 2.

⁷⁰ *See* Janke RVS at 13.

⁷¹ *See id.*

⁷² *See id.*

⁷³ *See id.*

⁷⁴ *See id.*

as, if not more than, Amtrak and its passengers because the Route has much more freight traffic than passenger traffic.

Union Pacific and other freight railroads were not alone in experiencing service and hiring difficulties in the post-Covid period. Amtrak furloughed employees and established a hiring freeze as the pandemic reduced demand for passenger service, then experienced difficulties in restoring service as demand returned.⁷⁵ Amtrak continued to face staffing shortages going into 2023. In a September 2022 Senate hearing on nominations to Amtrak's Board of Directors, Senator Maria Cantwell observed that Amtrak was "still struggl[ing] to restore routes where service was reduced during the pandemic,"⁷⁶ telling one nominee, "We cannot simply say we don't have enough conductors, we don't have enough baggage handlers, we don't have enough this."⁷⁷ During a September 2022 meeting of Amtrak's Board of Directors, Amtrak's Chairman Anthony Coscia acknowledged that "[w]e are still disappointing people because we don't have enough resources from a personnel standpoint to bring back service the way we'd like to."⁷⁸ Amtrak also acknowledges challenges in hiring mechanical workers to keep its equipment in good repair. At the same meeting, Amtrak's President Stephen Gardner reported that Amtrak had "huge challenges in some areas, particularly in our mechanical crafts, our electricians, our machinists, who are really tough to get in certain locations."⁷⁹

⁷⁵ See, e.g., *Covid-19 impact: Amtrak to furlough 2,000 workers*, Railway Technology (Sept. 3, 2020), <https://www.railway-technology.com/news/covid-19-amtrak-furlough-2000-workers/?cf-view>.

⁷⁶ *Nominations to the Amtrak Board of Directors and the Surface Transportation Board, Hearing Before the S. Committee on Commerce, Science, and Transportation*, 117th Cong. 1 (2022) (Statement of Hon. Maria Cantwell, U.S. Senator from Washington).

⁷⁷ *Id.* at 72.

⁷⁸ Rail Passengers Association, *Short-Staffed, Amtrak Eyes 2023 Growth* (Dec. 2, 2022), <https://www.narprail.org/happening-now/news/blog/short-staffed-amtrak-eyes-2023-growth/>.

⁷⁹ *Id.*

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Amtrak's own data show approximately 21% of the *Sunset Limited*'s delay minutes during the Complaint Period were attributable to Amtrak. Delays attributable to Amtrak averaged approximately 117 minutes per train for the 148 complete runs of *Sunset Limited* Train 1 and 148 complete runs of *Sunset Limited* Train 2 during the Complaint Period.⁸⁰

2. As Union Pacific's performance improved, the *Sunset Limited*'s contractual on-time performance improved to the point where Union Pacific is earning on-time performance payments from Amtrak.

Union Pacific's performance has improved substantially since the Complaint Period. Comparing the Complaint Period to the same twelve calendar months from October 2023 through September 2024, Union Pacific's network velocity {{[REDACTED]}} and its car velocity {{[REDACTED]}}⁸¹ Union Pacific's average operating inventory per carload {{[REDACTED]}} and its recrew rate {{[REDACTED]}}⁸² Union Pacific's improved performance is also reflected in a {{[REDACTED]}} in trains held hours—a measure of trains delayed en route by more than four hours. During the Complaint Period, Union Pacific averaged {{[REDACTED]}} trains held hours per day, with an average of {{[REDACTED]}} hours for crew and {{[REDACTED]}} hours for power.⁸³ By comparison, in the twelve-month period from October 2023 through September 2024, Union

⁸⁰ See Union Pacific Reply Workpaper "Amtrak Delay Data.xlsx," Tab "Delays by Party – 0002" (derived from Amtrak's Sept. 2023 Resp. "Sunset Detailed Delay Listing Table" (AMTRAK_STB_NATIVE_0002)). During the Complaint Period, three *Sunset Limited* Train 1 runs were fully annulled (meaning a scheduled train did not operate) and six were partially annulled (meaning a scheduled train did not operate over its complete route between New Orleans and Los Angeles). In the same period two *Sunset Limited* Train 2 runs were fully annulled, and seven were partially annulled.

⁸¹ Janke RVS at 14.

⁸² See *id.*

⁸³ See *id.*

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Pacific averaged only {{[REDACTED]}} trains held hours per day, with an average of just {{[REDACTED]}} hours for crew and {{[REDACTED]}} hours held for power.⁸⁴

Union Pacific has made a similar improvement on its portion of the *Sunset Limited* Route. Comparing the Complaint Period with the same twelve calendar months from October 2023 through September 2024, train velocity {{[REDACTED]}} car velocity {{[REDACTED]}} and recrew rate {{[REDACTED]}}⁸⁵ The *Sunset Limited* Route has also seen a {{[REDACTED]}} in trains held hours. During the Complaint Period, Union Pacific averaged {{[REDACTED]}} trains held hours per day, with an average of {{[REDACTED]}} hours for crew and {{[REDACTED]}} hours for power.⁸⁶ By contrast, during the twelve-month period from October 2023 through September 2024, Union Pacific averaged just {{[REDACTED]}} train hours held per day, with an average of just {{[REDACTED]}} hours for crew and {{[REDACTED]}} hour for power.⁸⁷

As Union Pacific's overall performance improved, its trains were less likely to cause delay to the *Sunset Limited*. Comparing the Complaint Period to the same twelve calendar months from October 2023 through September 2024, the number of delays Amtrak attributed to FTI from Union Pacific fell by approximately 40%, from 4,673 to 2,816, leading to an approximately 50% reduction in minutes of delay attributable to FTI, from 75,361 minutes to 37,968 minutes.⁸⁸

Union Pacific's service improvements and the reduction in delays to the *Sunset Limited* can also be seen in terms of Union Pacific's Contract OTP and the *Sunset Limited's* Customer

⁸⁴ See *id.*

⁸⁵ See *id.*

⁸⁶ See *id.* at 15.

⁸⁷ See *id.*

⁸⁸ See Novak RVS at 16.

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OTP. As shown below, in the twelve-month period from October 2023 through September 2024, Union Pacific's overall Contract OTP for the *Sunset Limited* exceeded the 70% threshold in every month, and it exceeded 80%—the threshold for earning performance payment from Amtrak—in every month except two.

***Sunset Limited* Contract OTP and Customer OTP⁸⁹**

	Contract OTP	Customer OTP
Oct. 2023	93.8%	64.2%
Nov. 2023	89.9%	63.0%
Dec. 2023	94.1%	66.4%
Jan. 2024	92.2%	70.2%
Feb. 2024	86.2%	53.2%
Mar. 2024	81.9%	64.0%
Apr. 2024	80.9%	56.5%
May 2024	83.9%	48.8%
June 2024	72.3%	42.0%
July 2024	88.9%	60.2%
Aug. 2024	75.0%	54.3%
Sept. 2024	83.2%	71.6%

As the table above shows, Union Pacific is meeting its contractual on-time performance obligation regarding the *Sunset Limited*, but Amtrak is still not achieving Customer OTP. For the *Sunset Limited* to satisfy Congress's on-time performance standard, Amtrak must be willing to align *Sunset Limited* schedules with Customer OTP.

3. Amtrak's attempt to attribute the *Sunset Limited*'s substandard performance to Union Pacific's practices is refuted by the evidence.

The *Sunset Limited*'s improved performance disproves Amtrak's claim that Union Pacific's network design and operating strategies were responsible for the *Sunset Limited*'s failure to achieve Congress's on-time performance standard during the Complaint Period. Although

⁸⁹ See *id.* at 6, Table 1.

Union Pacific acknowledges its share of responsibility for the *Sunset Limited*'s substandard performance during the Complaint Period, Amtrak's effort to diagnose the source of the problem misses the mark. Amtrak does nothing more than present a list of the types of delays one would expect to encounter along a busy long-distance route, although the number and duration of delays were undoubtedly affected by Union Pacific's poor performance during the Complaint Period.

a) Amtrak inevitably incurs delay from freight train interference.

Amtrak's Opening Statement incorrectly suggests Union Pacific should be able to structure its network and operations to avoid all delay Amtrak attributes to FTI. FTI is an inevitable consequence of Amtrak trains sharing infrastructure with freight trains. FTI is usually the largest single source of delay for each individual Amtrak long-distance route.⁹⁰

Union Pacific's root cause analyses in this proceeding help illustrate why FTI is both inevitable and usually the largest source of delay: Amtrak attributes delay to FTI whenever an Amtrak train is stopped or slowed by a freight train, regardless of the reason for the interaction between the two trains. To take just one example, Amtrak attributed a 22-minute delay to FTI when a Union Pacific dispatcher held *Sunset Limited* Train 2 (AMT2-07) on the Alhambra Subdivision on August 8, 2022, to meet a freight train { [REDACTED]

[REDACTED] }⁹¹ Usually, the reason for interactions that delay Amtrak are much less dramatic—Amtrak stopped because it arrived at a planned meet location a few minutes before the freight train, or it slowed down briefly when crossing from one track to another on a double-main

⁹⁰ See, e.g., Federal Railroad Administration, *Quarterly Report on the Performance and Service Quality of Intercity Passenger Train Operations* (3d Quarter of Fiscal Year 2024 (Apr. 1, 2024 – June 30, 2024)) at 11, https://railroads.dot.gov/sites/fra.dot.gov/files/2024-08/Quarterly%20Report_FY24Q3_web.pdf.

⁹¹ See UP Train 2 RCA at 278; see also Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

segment to overtake a slower freight train. Still other times the delays result from the unavoidable variability of railroad operations—a main line or terminal became congested, or a train or railcar experienced a mechanical issue while operating further down the line ahead of Amtrak. Amtrak counts every interaction with a freight train that slows or stops one of its trains as FTI.

Further, Amtrak’s statistics regarding the number and length of delays attributed to FTI need to be understood in the context of Amtrak’s scheduling and delay reporting procedures. Amtrak train schedules incorporate an expectation of delay. For example, *Sunset Limited* Train 1 has a total schedule time of 2,795 minutes that incorporates an expected 374 minutes of delay. More specifically, the 2,795 total minutes include 2,075 minutes of pure run time, 271 minutes of recovery time, 103 minutes of miscellaneous adjustment time, and 346 minutes of dwell time, each of which is assigned to a specific segment in the schedule skeleton.⁹² Under Amtrak’s delay reporting rules, if a train takes longer than its pure run time to travel across a segment—that is, if it fails for any reason to operate the entire way at the maximum theoretical track speed under ideal operating conditions—Amtrak conductors *must* record a delay, even when Amtrak’s schedules assign recovery or miscellaneous time to that segment, and even when Amtrak has unused recovery or miscellaneous time from prior segments.⁹³ Consequently, even when *Sunset Limited* Train 1 runs perfectly on time, Amtrak conductors must report 374 minutes of delay—that is, more than six hours of delay—300 minutes of which are associated with segments for which Union Pacific is identified as the host carrier.

⁹² Current schedules for *Sunset Limited* Trains 1 and 2 are provided as Union Pacific Reply Exhibit B. Amtrak produced the schedules as part of Amtrak’s Response to the Board’s Interrogatories and Document Requirements; Appendix A – Part III, filed December 5, 2023, as AMTRAK_STB_NATIVE_0014.2.xlsx.

⁹³ See Amtrak’s Sept. 2023 Resp. at 20 (“The actual segment run time is then compared to the Pure Running Time (‘PRT’) for the segment. Any time in excess of PRT is a delay. . . . The conductor then accounts for those minutes with corresponding delay code entry(ies).” (footnote omitted)).

Amtrak schedules also incorporate an expectation that trains will be delayed by FTI. Although Amtrak schedules do not specifically allocate recovery time and miscellaneous time by delay type, Amtrak's delay data show the schedules include time for FTI. For example, during the period from October 1, 2023, through September 30, 2024, for *Sunset Limited* Train 1 segments for which Union Pacific is identified as the host carrier, Amtrak reported an average of 74 minutes of Amtrak Delay, 30 minutes of Third Party Delay other than Unused Recovery Time, and 94 minutes of Host Delay other than FTI. Those reported delays left 102 minutes for delay attributable to FTI.⁹⁴

Union Pacific recognizes *Sunset Limited* trains experienced more than the contemplated amount of FTI during the Complaint Period. However, Amtrak is not being straightforward when it suggests the existence of FTI shows a host railroad is not meeting its obligations to Amtrak. As discussed above, Union Pacific is earning performance payments for the *Sunset Limited* even while Amtrak attributes an average of approximately 122 minutes of FTI per train to Union Pacific.⁹⁵

b) Union Pacific's train size practices did not cause the *Sunset Limited*'s substandard performance.

Amtrak's criticisms of Union Pacific's operating practices focus on train size. Contrary to Amtrak's claims, the *Sunset Limited*'s substandard performance during the Complaint Period was not attributable to Union Pacific's train size practices. Union Pacific trains on the *Sunset Limited* Route are, on average, even longer now than they were during the Complaint Period,⁹⁶ but Amtrak

⁹⁴ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "AMT1 delays." These calculations exclude delay attributable to Third Party – NOD, or "unused recovery time," from the average minutes attributed to Third Party Delay because that unused recovery time is available to recover from FTI.

⁹⁵ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "Delay Comparison."

⁹⁶ See Janke RVS at 15–16.

is attributing fewer delays and fewer delay minutes to FTI on Union Pacific's portion of the Route, and Union Pacific is now earning contractual on-time performance payments.⁹⁷

Union Pacific has no incentive to operate trains longer than appropriate for its network. Union Pacific operates far more trains than Amtrak over its portion of the *Sunset Limited* Route, so delays attributable to train size practices would negatively impact Union Pacific more than Amtrak. Union Pacific has made an affirmative effort to increase train sizes to provide more efficient customer service and increase network capacity, and its effort has been accompanied by investments of more than \$275 million in lengthening and adding sidings on the Route.⁹⁸ The National Academies of Science, Engineering, and Medicine's recent study on long freight trains recognizes the significant and unambiguously positive benefits of using long freight trains on corridors designed to handle long trains:

When additional sidings on a corridor are extended to handle long trains, overall train delay actually decreases relative to the baseline operations with short trains. Since fewer long trains than short trains are required to transport the same amount of traffic, operation of long trains reduces train count and requires fewer meets (and associated delays) along the corridor. When the corridor has a sufficient number of long sidings to provide operational flexibility, long trains can reduce mainline train delay and improve mainline transit times.⁹⁹

Amtrak offers no support for its claims regarding Union Pacific's train size practices. During the Complaint Period, the *Sunset Limited* was delayed too much by longer and shorter trains. Amtrak provides no analysis distinguishing the effects of train length from the effects of congestion and crew shortages during the Complaint Period. Amtrak instead describes a series of

⁹⁷ See Novak RVS at 5–6, 16.

⁹⁸ See Janke RVS at 10–11.

⁹⁹ National Academies of Sciences, Engineering, and Medicine, *Long Freight Trains: Ensuring Safe Operations, Mitigating Adverse Impacts* 91 (2024) ("Long Freight Trains"), <https://doi.org/10.17226/27807>.

meaningless, flawed statistics.¹⁰⁰ For example, Amtrak observes that Union Pacific operates many trains that are longer than the shortest siding they pass on a route.¹⁰¹ However, if Union Pacific could not operate trains longer than the shortest siding on their routes, then trains moving to and from Southern California would be limited by the 4,473-foot siding at West Garnet on the Yuma Subdivision—which would be an absurd outcome given that the siding is adjacent to a double-track main segment.

Moreover, the National Academies’ study makes clear that it is not necessary to extend every passing siding along a corridor in order to handle long trains without increasing train delay:

The exact number of long sidings required to mitigate the delay impacts of long trains is a function of the relative size of the short and long trains, and the traffic level along the corridor. In all simulated cases, it was not necessary to extend every passing siding along the corridor in order to handle long trains without increasing train delay. A number of short sidings can still remain, reducing the capital expense of introducing long train operations, and providing additional flexibility for meets with passenger trains or shorter local freight trains. Thus, train length is not governed by the shortest siding length along a corridor, but the predominant siding length along the corridor.¹⁰²

Furthermore, Amtrak and its consultants generally ignore the presence of double-main track in their statistics regarding train lengths and sidings. In other words, Amtrak treats double-

¹⁰⁰ Among other errors discussed below, Amtrak’s consultants identify trains that have train symbols beginning with the letter “Q” as “Priority Manifest” trains. At one time, Union Pacific operated priority manifest trains and designed those trains with symbols beginning with “Q.” However, Union Pacific discontinued that practice before the beginning of the Complaint Period. As Union Pacific explained in its root cause analyses, trains with a “Q” symbol during the Complaint Period were non-Union Pacific trains—primarily BNSF trains. *See also* Union Pacific Railroad Company’s Response and Objections to Amtrak’s First Set of Interrogatories, STB Docket No. NOR 42175 at 8 (Oct. 13, 2023) (“UP discontinued the use of the Q train category in 2019.”) (attached to Amtrak’s Opening Statement as Amtrak Exhibit 4).

¹⁰¹ *See* Amtrak Op. at 35.

¹⁰² *Long Freight Trains* at 91.

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main segments with no sidings like single-main segments with no sidings.¹⁰³ Thus, Amtrak observes Union Pacific has no siding over 10,000 feet on the Alhambra Subdivision,¹⁰⁴ while neglecting to report 32% of the Alhambra Subdivision is double-track main line.¹⁰⁵ Similarly, Amtrak's consultants identify {REDACTED} sidings in "single-track territory" that are shorter than passing trains on average,¹⁰⁶ while ignoring that most of those sidings are adjacent to double-main segments.¹⁰⁷ Amtrak's consultants also report that Union Pacific's premium intermodal trains, which primarily operated over the *Sunset Limited* Route between Southern California and El Paso, on average would not fit into {REDACTED}¹⁰⁸ while ignoring that the trains' operations over the Route are primarily over double-main track on the Alhambra, Yuma, Gila, and Lordsburg Subdivisions.¹⁰⁹

Amtrak also provides no analysis to support its claims. Instead, Amtrak and its consultants recite raw numbers and percentages. Taken at face value, some of Amtrak's data imply railroads should not have any sidings: Amtrak's consultants report approximately {REDACTED} of trains exceeded the length of *all* sidings they passed but were responsible for just {REDACTED} of FTI delays.¹¹⁰ Amtrak may have avoided providing analyses because its efforts to link FTI delays to specific Union

¹⁰³ See, e.g., Amtrak Op., Verified Statement of Robert Mulholland and Timothy Crowley ("Peabody VS") at 38, Table No. 12.

¹⁰⁴ See Amtrak Op. at 41.

¹⁰⁵ See Janke RVS at 9, Table 1.

¹⁰⁶ See Peabody VS at 40, Table No. 13. Amtrak's consultants also mistakenly identify Acolita as a siding on a single-main segment.

¹⁰⁷ Amtrak refers to its consultants' Table No. 13 in its Opening Statement, reporting that {REDACTED} sidings are west of El Paso, see Amtrak Op. at 41, while ignoring that approximately 80% of the Route west of El Paso is double-track main line, see Janke RVS at 9, Table 1.

¹⁰⁸ See Peabody VS at 41, Table No. 14.

¹⁰⁹ See Janke RVS at 9, Table 1; see also Peabody VS at 42, Table No. 15 (ignoring double-main segments when presenting statistics regarding trains longer than sidings they passed).

¹¹⁰ See Peabody VS at 42, Table No. 15.

Pacific trains and train length data accounted for just {{[REDACTED]}} of FTI delay minutes reported during the Complaint Period.¹¹¹ Because of incomplete or inaccurate reporting by Amtrak conductors responsible for recording and attributing delays, Amtrak could not identify the freight trains associated with the other {{[REDACTED]}}—assuming it correctly linked the first {{[REDACTED]}}.¹¹² Moreover, Amtrak’s reporting does not address the lengths of freight trains involved in all the interactions with the *Sunset Limited* that caused no delay to the *Sunset Limited*. As a result, Amtrak does not show any meaningful relationship between train size and delays to the *Sunset Limited*.¹¹³ Although Amtrak asserts that Union Pacific failed to align its operating practices with existing physical infrastructure, Amtrak never states what Union Pacific must do differently—other than suggest that trains should never be longer than the shortest siding on a route.

Even if Amtrak refined its methods to account for double-main segments, linked all FTI delay to specific trains, and addressed interactions that did not delay the *Sunset Limited*, its efforts would not change the conclusion: Union Pacific can provide the *Sunset Limited* contractual on-time service using current train sizes and physical infrastructure because it is doing so today.

Union Pacific also performed its own analysis of the correlation between train length and minutes of delay attributed to FTI. Union Pacific was able to link a much higher percentage of

¹¹¹ See *id.* at 33–34, 34 n.97.

¹¹² Amtrak conductors often failed to record locomotive numbers of freight trains allegedly causing FTI or recorded a number that did not correspond to any freight train operating in the area. See Janke RVS at 16 n.27.

¹¹³ Even Amtrak’s linked data could not be used to show a relationship between train length and delays. Amtrak does not actually report the length of each train when it caused a delay. Rather, its consultants calculated the longest length of each train as it moved along the route, picking up and setting out cars, then averaged those data by train symbol, then associated that average longest length with delays they were able to link to specific trains/symbols. See Peabody VS, Exhibit No. 5 n.3 (“Average Longest Train Length”).

delays to trains than Amtrak—Union Pacific linked 93% of FTI delays.¹¹⁴ Union Pacific’s analysis shows there is essentially no correlation between train length and minutes of delay that Amtrak attributed to FTI.¹¹⁵

c) Union Pacific’s train scheduling practices did not cause the *Sunset Limited*’s substandard performance.

Amtrak also fails to support its claim that the *Sunset Limited*’s substandard performance during the Complaint Period was attributable to Union Pacific’s train scheduling practices. Amtrak’s claim that a “significant number” of FTI delays were “driven by” {REDACTED} {REDACTED} }¹¹⁶ ignores that almost all freight trains moving any significant distance on the *Sunset Limited* Route could be characterized as {REDACTED} } Amtrak does not identify a Union Pacific freight train schedule that imposes any delay on the *Sunset Limited* by design, much less a schedule that inherently results in lengthy meets or follows.

Amtrak’s observation that certain freight trains appeared to cause multiple delays¹¹⁷ also says nothing useful regarding Union Pacific’s scheduling practices. A review of the data shows delays are driven by the distance and number of times a freight train operated on the *Sunset Limited* Route—that is, the number of potential interactions with the *Sunset Limited*.¹¹⁸ Again, Amtrak does not show any freight train’s schedule by design would delay the *Sunset Limited*.

Amtrak’s general suggestion that Union Pacific should have been able to avoid all FTI delay give its awareness of the *Sunset Limited* schedules¹¹⁹ is unrealistic for three related reasons.

¹¹⁴ See Janke RVS at 16.

¹¹⁵ See *id.* at 17.

¹¹⁶ Amtrak Op. at 33.

¹¹⁷ See Amtrak Op. at 33–34; see also Peabody VS at 36–37.

¹¹⁸ See Peabody VS, Exhibit No. 5.

¹¹⁹ See Amtrak Op. at 45.

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First, as discussed above, some FTI is inevitable and thus included in developing Amtrak schedules. On a busy section of railroad like the *Sunset Limited* Route, Union Pacific cannot ensure freight trains never cause *Sunset Limited* delays, especially given the variability inherent in railroad operations. Even with perfect scheduling, on some occasions the *Sunset Limited* will arrive at a planned meet location first and will have to wait for the freight train's arrival.¹²⁰ On other occasions, the *Sunset Limited* will have to slow or stop because an unplanned incident required slowing or stopping a freight train scheduled to operate well ahead of the *Sunset Limited*. On still other occasions, a plan to use a siding or second track for a meet or an overtake will be disrupted by an unplanned incident, requiring the *Sunset Limited* to stop earlier for a meet or to follow a freight train for a period of time.

Second, many of the longer delays the *Sunset Limited* experienced during the Complaint Period involved incidents that occurred before it was expected to arrive in the affected area, but the incident was not resolved until after it arrived. As discussed above, during the Complaint Period, when a freight train was delayed by a mechanical incident or because its crew reached their hours-of-service limit, the initial delay was often compounded by crew availability issues. For example, Amtrak recorded a 171-minute delay to *Sunset Limited* Train 1 (AMT1-11) on the Glidden Subdivision on November 12, 2022, when an eastbound rock train stopped on the main line { [REDACTED] }

¹²⁰ When the *Sunset Limited* experiences less delay than expected on one segment, it will likely experience FTI on the next segment, because it will arrive earlier than expected at the next planned meet location.

When the *Sunset Limited* arrives at a meet location before the freight train, placing the *Sunset Limited* in a siding and allowing the freight train to make the meet at track speed usually minimizes the delay to the *Sunset Limited*, because the *Sunset Limited* would otherwise wait longer on the main line as the freight train slowed down enough to clear into the siding. See Batt RVS at 20.

[REDACTED]

[REDACTED] }¹²¹

Third, many of the longer delays the *Sunset Limited* experienced during the Complaint Period occurred when the freight train, the *Sunset Limited*, or both trains were running substantially behind schedule. In many cases, Union Pacific's congestion and crew issues caused or compounded the delays, but the delays had nothing to do with Union Pacific's freight schedules. For example, Amtrak recorded a total of 60 minutes of delay to *Sunset Limited* Train 2 (AMT2-09) on the Yuma Subdivision on September 9, 2022, when AMT2-09 followed an intermodal train in double-main territory before overtaking the train. At the time, AMT2-09 was operating nearly two hours behind schedule, and { [REDACTED]

[REDACTED] }¹²²

d) Union Pacific's crew management practices did not cause the *Sunset Limited's* substandard performance.

Amtrak also fails to support its claim that the *Sunset Limited's* substandard performance during the Complaint Period was attributable to Union Pacific's crew management practices. Amtrak is correct in stating the *Sunset Limited* experienced an unacceptable number of delays caused by crew hours-of-service issues during the Complaint Period. However, those delays were caused by the congestion and crew shortages described above, not Union Pacific's crew management practices.

Union Pacific has no incentive to allow crews to reach their hours-of-service limit when trains are occupying main lines or sidings far from crew change points. Union Pacific operates far more trains than Amtrak over its portion of the *Sunset Limited* Route, so delays attributable to crew

¹²¹ See UP Select Delays RCA at 22.

¹²² See UP Train 2 RCA at 369.

management practices would negatively impact Union Pacific more than Amtrak. Union Pacific has developed robust practices and supporting systems to monitor crew hours of service. As Union Pacific explained to the Board:

When a crew goes on duty, their hours of service remaining are tracked and updated in real time. The information appears on several types of electronic records that are updated in real time, so the Train Management Team can continuously monitor crew hours of service and plan to move the train off the mainline if the crew will expire before reaching a crew change point.

For example, the Train Management Team uses electronic “Train Sheets” and “On Duty Sheets” (among other data sources) that identify all on-duty trains in a particular area and report, among other information, remaining hours of service for the crew. On these reports, hours of service information is color-coded to draw attention to crews nearing expiration, so the Train Management Team can address the issue well before the crew expires.

In addition, CADX is programmed to alert dispatchers to hours of service issues by making the train symbol blink on dispatchers’ display screens when crews are within three and a half hours of expiring, and dispatchers can retrieve more detailed information on crew hours of service remaining through their CADX displays.

Union Pacific’s UP Vision system can be used to provide a broad overview of trains that are ahead of schedule or behind schedule and a function that identifies trains for which there is a recrew risk—i.e., trains with crews that might expire before reaching their designated crew change point.¹²³

These same robust practices and systems were in place throughout the Complaint Period. These practices and systems did not entirely prevent crews from expiring on main line track or the compounding of delays during the recrew process. However, they prevented conditions from becoming even worse by allowing dispatchers to identify and prioritize trains with crews running short on hours of service, so fewer crew expired at locations where their trains would have further congested the *Sunset Limited* Route and further delayed the *Sunset Limited*.

¹²³ UP’s Sept. 2023 Resp. at 36–37.

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The evidentiary record shows freight trains experienced the same types of delays from hours-of-service issues as the *Sunset Limited*. The record also shows that when freight trains and the *Sunset Limited* were both stopped because of the same hours-of-service incident, Union Pacific prioritized the *Sunset Limited* once all trains could resume movement. For example, Amtrak recorded a 124-minute delay to *Sunset Limited* Train 2 (AMT2-23) on the Yuma Subdivision on September 24, 2022, when the crew of a manifest train reached their hours-of-service limit and stopped on a single-main segment. Union Pacific's root cause analysis shows { [REDACTED]

[REDACTED] }¹²⁴ Although Amtrak asserts Union Pacific dispatchers improperly prioritized the movement of freight trains when addressing hours-of-service issues, Amtrak never identifies a single such incident and specifies what a dispatcher could have done differently without compromising the overall fluidity of the network for both freight and passenger transportation.

e) Union Pacific's directional operations and practices regarding double-main track did not cause the *Sunset Limited's* substandard performance.

Amtrak also fails to support its claims that the *Sunset Limited's* substandard performance during the Complaint Period was attributable to Union Pacific's use of directional operations and Union Pacific's practices regarding double-main track.¹²⁵ Union Pacific's use of directional operations and double-main track provide substantial benefits to Amtrak.

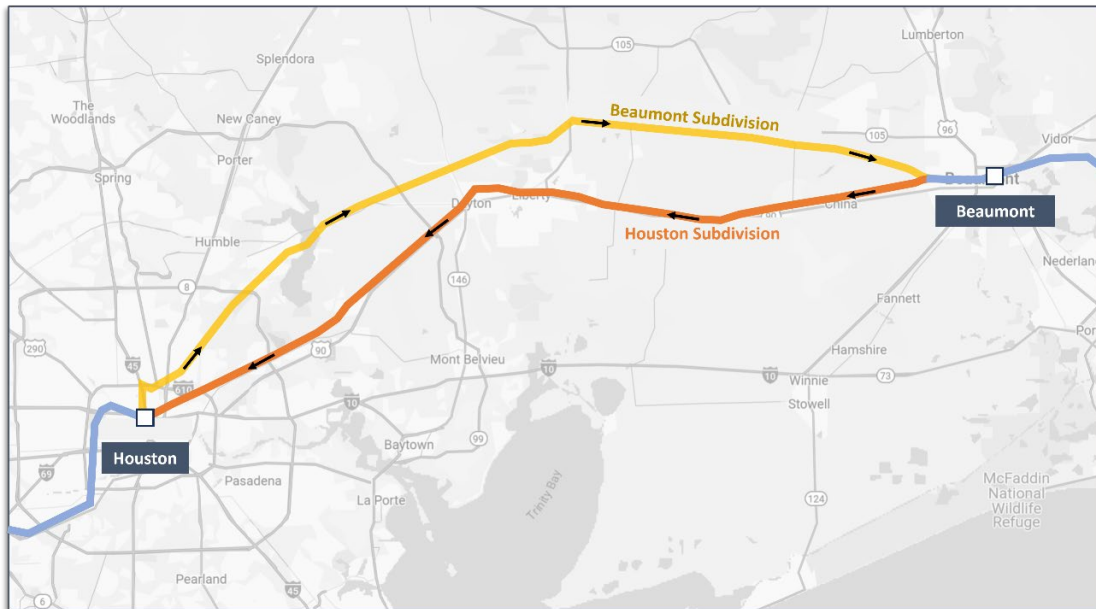
¹²⁴ See UP Select Delays RCA at 37; see also Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

¹²⁵ See, e.g., Amtrak Op. at 43–45 and examples listed in Table 5.

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Union Pacific operates directionally in the corridor between Houston and Beaumont, generally routing westbound trains (including *Sunset Limited* Train 1) over the Houston Subdivision and eastbound trains (including *Sunset Limited* Train 2) over the Beaumont Subdivision, as shown in the schematic below. This practice effectively increases line capacity and service reliability for all trains operating in the corridor by reducing the number of meets that would otherwise occur.¹²⁶

Houston to Beaumont Directional Operations



The evidentiary record shows the *Sunset Limited* was not delayed by operating directionally between Houston and Beaumont during the Complaint Period. *Sunset Limited* trains moving between the Houston Station and the Beaumont Station have essentially the same average run time on both subdivisions.¹²⁷ Further, the run-time comparison does not reveal the benefits of directional operations for the *Sunset Limited* because it does not show what would happen if Union

¹²⁶ See Batt RVS at 25.

¹²⁷ See UP's Sept. 2023 Resp. at 38–39.

Pacific routinely routed Train 2 via the Houston Subdivision rather than the Beaumont Subdivision. To address that issue, Erin Batt shows in her reply verified statement how routing Train 2 via the Beaumont Subdivision allows it to avoid delays from meets that would occur if Train 2 had to run against the flow of freight traffic on Houston Subdivision.¹²⁸ Union Pacific's dispatching decisions ultimately depend on current route conditions, so the *Sunset Limited* can be operated against the directional flow when that option appears to be more expeditious.¹²⁹

Union Pacific invests in double-main track when demand for capacity on a line cannot be met using single-main track and sidings. Amtrak benefits from Union Pacific's investment in double-main track because the increased capacity and reliability allow it to maintain faster schedules than would be possible if Union Pacific operated only using single-main track.¹³⁰ Double-main track provides all the benefits of directional operations and more. Double-main track not only increases capacity by eliminating the need to stop trains for routine meets, but it also improves service reliability by allowing railroads to move trains around temporary track blockages. Double-main track also gives dispatchers more opportunities to arrange for faster trains to overtake slower trains than are available on single-main track with sidings.¹³¹

However, Amtrak argues Union Pacific should use second main tracks solely as sidings for freight trains that might slow or stop the *Sunset Limited*. Specifically, Amtrak complains about delays that occur because dispatchers will not stop opposing traffic on one main line to allow *Sunset Limited* trains to overtake slower freight trains when the *Sunset Limited* is following freight

¹²⁸ See Batt RVS at 25–26.

¹²⁹ See *id.* at 26–27; see also UP's Sept. 2023 Resp. at 39–40.

¹³⁰ Cf. Union Pacific Reply Exhibit A, Art III, § 3.1.A (“The routes, schedules and consists of Amtrak Trains shall be compatible with the existing physical capabilities of UP.”).

¹³¹ See Batt RVS at 22.

trains on other main line.¹³² However, Amtrak's proposed approach would undermine the purpose of investing in double-main track. Stopping opposing traffic on double-main track to facilitate overtakes would significantly reduce the capacity benefits from double-main track and potentially cause delays to ripple through the network. Imagine a busy two-lane highway where each lane allows traffic to flow in opposite directions. Amtrak is essentially proposing that vehicles traveling in the eastbound direction stop anytime a westbound vehicle is trailing a slower vehicle. Such a practice might help faster westbound vehicles overtake slower ones, at least temporarily, but it would quickly create a severely congested highway. To avoid such congestion, dispatchers are therefore instructed not to use the second main track for freight or passenger train overtakes unless there is no opposing traffic on the other line. Determining whether sufficient time and space exist to accommodate an overtake on double-main track requires dispatchers to exercise significant judgment and experience to maintain safe and efficient operations.¹³³

Union Pacific's practices involving directional operations and double-track have not changed since the Complaint Period, and yet Union Pacific is providing contractual on-time service for the *Sunset Limited*. If Amtrak wants Union Pacific to construct additional track or sidings solely to accommodate Amtrak operations, Amtrak has the right to request and pay for such improvements under the Operating Agreement.¹³⁴

f) Freight train mechanical issues and other operating issues did not cause the *Sunset Limited*'s substandard performance.

Amtrak also fails to support its claim that the *Sunset Limited*'s substandard performance during the Complaint Period was attributable to freight train mechanical issues. Union Pacific has

¹³² See, e.g., Amtrak Op. at 41 n.129; see also *id.* at 43–45 & examples listed in Table 5.

¹³³ See Batt RVS at 23–24.

¹³⁴ See Union Pacific Reply Exhibit A, Art. IV, § 4.3.

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no incentive to adopt practices that cause freight trains to experience mechanical issues. As discussed above, Union Pacific operates far more trains than Amtrak over its portion of the *Sunset Limited* Route, so delays attributable to mechanical issues would negatively impact Union Pacific more than Amtrak. Amtrak provides a laundry list of mechanical issues that delayed the *Sunset Limited*, but the list includes the types of events one would expect to see over an extended period on a busy route like the *Sunset Limited* Route.

The evidentiary record confirms that when one freight train suffered a mechanical incident, other freight trains experienced the same types of delays from that mechanical issue as the *Sunset Limited*. For example, Amtrak recorded a 180-minute delay to *Sunset Limited* Train 1 (AMT1-12) on the Glidden Subdivision on August 13, 2022, when a westbound manifest train experienced an emergency. Union Pacific's root cause analysis shows { [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] }¹³⁵

The *Sunset Limited* was also delayed by mechanical issues affecting its own equipment during the Complaint Period. Over the course of 365 days, Amtrak attributed 227 delays to its own locomotive failures,¹³⁶ including:

- 376 minutes on January 2, 2022, between El Paso and Deming, on Train 1.
- 284 minutes on January 2, 2022, between San Antonio and Hondo, on Train 1.
- 283 minutes on August 26, 2022, in El Paso, on Train 1.

¹³⁵ See UP Select Delays RCA at 18.

¹³⁶ See Union Pacific Reply Workpaper "Amtrak Delay Data.xlsx," Tab "ENG Delays – 0002" (derived from Amtrak's Sept. 2023 Resp. "Sunset Detailed Delay Listing Table" (AMTRAK_STB_NATIVE_0002)).

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- 186 minutes on October 10, 2021, between Live Oak and Schriever, on Train 1.
- 160 minutes on February 27, 2022, in Los Angeles, on Train 2.
- 136 minutes on June 12, 2022, between El Paso and Sierra Blanca, on Train 2.
- 130 minutes on March 13, 2022, at San Antonio, on Train 2.
- 116 minutes on April 15, 2022, between Benson and Lordsburg, on Train 2.
- 99 minutes on January 1, 2022, between El Paso and Deming, on Train 2.
- 89 minutes on December 26, 2021, at San Antonio, on Train 2.
- 74 minutes on January 2, 2022, between Los Angeles and El Monte, on Train 2.
- 70 minutes on January 2, 2022, between Deming and El Paso, on Train 2.
- 61 minutes on December 5, 2021, between Sanderson and Alpine, on Train 1.
- 58 minutes on June 5, 2022, between El Paso and Deming, on Train 1.

As discussed above, Union Pacific was not the only rail carrier experiencing service problems during the Complaint Period.

Amtrak also fails to support its claim that delays from maintenance-of-way overstay and trains blocking station platforms caused the *Sunset Limited*'s substandard performance during the Complaint Period.¹³⁷ Once again, Amtrak has identified delays caused by normal variability in railroad operations. Allowing maintenance-of-way crews to overstay their planned maintenance windows is often the most efficient way to complete maintenance that for whatever reason takes longer than expected, thereby avoiding greater delay than would stem from an additional maintenance window than the extended window creates.¹³⁸ With regard to station platforms, Union Pacific already has a policy that prohibits occupancy of station platforms when passenger trains

¹³⁷ See Amtrak Op. at 51–52 & examples in Table 9.

¹³⁸ See Batt RVS at 28.

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are scheduled to arrive, but freight trains can still experience mechanical issues and encounter other issues before Amtrak's scheduled arrival that are not resolved by the time Amtrak arrives.¹³⁹ Union Pacific's root cause analyses explained the causes of the delays identified by Amtrak.¹⁴⁰

g) Other Union Pacific policies, practices, and procedures identified by Amtrak did not compound delays to the *Sunset Limited* during the Complaint Period.

Finally, Amtrak fails to support its claim that delays to the *Sunset Limited* were compounded by Union Pacific's dispatcher training, computer-aided dispatching system, train scheduling software, and compliance practices.¹⁴¹ Amtrak's complaints about these practices veer off into claims about preference violations, which are addressed in Section V.B. The short answer to Amtrak's practice claims is that Union Pacific has not substantially changed its practices, yet it is now earning contractual performance payments for providing on-time service to the *Sunset Limited*.

Amtrak falsely asserts Union Pacific has obligations to ensure train dispatchers to "comply with federal law on [Customer OTP]" and to "monitor compliance with its federal legal obligation to comply with the [Customer OTP] Minimum Standard."¹⁴² As discussed in more detail below, Union Pacific has no legal obligation to comply with Congress's on-time performance standard or the FRA's Customer OTP metric. Union Pacific's only on-time performance obligation to Amtrak is established in the Operating Agreement. Union Pacific is willing to help Amtrak achieve

¹³⁹ See *id.* at 27.

¹⁴⁰ Amtrak's example involving a sixteen-minute delay to Train 1 on September 20, 2022, did not involve a train that could not reach a station platform; rather, Union Pacific's root cause analysis shows [REDACTED]

[REDACTED] } See UP Train 1 Supp. RCA at 8.

¹⁴¹ See Amtrak Op. at 52–55.

¹⁴² *Id.* at 54, 54–55.

Customer OTP but is not required by law to design and operate its network so the *Sunset Limited* achieves Customer OTP, especially at the cost of service to Union Pacific's freight customers.

B. Misalignment between the *Sunset Limited*'s current schedules and the Customer OTP metric contributed to the *Sunset Limited*'s substandard performance during the Complaint Period.

Amtrak's substandard performance during the Complaint Period was attributable in part to misalignment between *Sunset Limited* schedules and the FRA's Customer OTP metric. The misalignment is even more apparent now that Union Pacific is meeting its on-time performance obligation under the Operating Agreement, while the *Sunset Limited* is still falling short of Congress's on-time performance standard. Amtrak's failure to acknowledge the schedule alignment problem is particularly inexplicable in light of the FRA's recognition when it adopted the Customer OTP metric that "Amtrak's published train schedules [had] not been designed with a [C]ustomer OTP metric in mind."¹⁴³ Union Pacific remains willing to work with Amtrak to align *Sunset Limited* schedules with Customer OTP. However, Amtrak must accept the schedule alignment process requires extending the *Sunset Limited*'s current schedules—something Amtrak has refused to consider.

1. The *Sunset Limited*'s current schedules are aligned with Contract OTP, not Customer OTP.

Union Pacific's obligation to provide on-time service for the *Sunset Limited* is governed by the Operating Agreement. The Operating Agreement contains an on-time performance metric and standard, called Contract OTP. The Operating Agreement does not require Union Pacific to ensure the *Sunset Limited* achieves on-time performance as measured by the FRA's Customer OTP metric or Congress's on-time performance standard. When Congress enacted PRIIA, it recognized

¹⁴³ Metrics and Minimum Standards for Intercity Passenger Rail Service, 85 Fed. Reg. 72,971, 72,979 (Nov. 16, 2020).

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host carriers' obligations to provide on-time service were still governed by their agreements with Amtrak.¹⁴⁴

Union Pacific's contractual commitment to provide on-time service to Amtrak is tied directly to the parties' agreement on specific passenger schedules.¹⁴⁵ In the Operating Agreement, Union Pacific agreed to "make every reasonable effort" to "deliver Amtrak Trains to all scheduled passenger stops on UP by the scheduled time therefor."¹⁴⁶ The Operating Agreement incorporates specific schedules and prohibits Amtrak from modifying the schedules "without UP's approval."¹⁴⁷ When Union Pacific considers a change requested by Amtrak or proposes a change itself, it carefully evaluates whether the new schedule will allow it to meet its contractual on-time commitment—that is, whether the schedule is aligned with Contract OTP.¹⁴⁸

The Operating Agreement establishes the rules for evaluating Contract OTP. The parties agreed to a contract origin for each passenger route, checkpoints along each route, and rules for determining whether a trip is on time at each checkpoint.¹⁴⁹ Union Pacific is entitled to a performance payment if the percentage of on-time performance of an Amtrak train at a checkpoint

¹⁴⁴ See PRIIA § 207(c) (codified at 49 U.S.C. § 24101 note) (encouraging Amtrak and host carriers to incorporate the new on-time metric and standard into their agreements "[t]o the extent practicable").

¹⁴⁵ See Novak RVS at 2.

¹⁴⁶ Union Pacific Reply Exhibit A, Art. III, § 3.3.

¹⁴⁷ *Id.*, App. V.E.

¹⁴⁸ See Novak RVS at 2–3.

¹⁴⁹ See Union Pacific Reply Exhibit A, App. V.A. [REDACTED]

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is 80% or more in a month, and a penalty is assessed if the percentage of on-time performance of an Amtrak train at a checkpoint is less than 70% in a month.¹⁵⁰

Contract OTP is designed to address only Union Pacific's performance. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Delays not attributable to Union Pacific can have a significant impact on Amtrak's actual on-time performance. For example, during the Complaint Period, although Amtrak attributed most *Sunset Limited* delays to host railroads, approximately 21% were attributed to Amtrak and approximately 8% were attributed to third parties.¹⁵⁴

The *Sunset Limited*'s current schedules are not aligned with Customer OTP. Customer OTP is not evaluated using the same rules as Contract OTP. The Customer OTP metric is "the percentage of all customers on an intercity passenger rail train who arrive at their detraining point

¹⁵⁰ *Id.*, App. V.B, C.

¹⁵¹ *Id.*, App. V.A.1(b).

¹⁵² *Id.*, App. V.A.1(c), (d).

¹⁵³ *Id.*, App. V.A.3(c).

¹⁵⁴ *See* Novak RVS at 4.

no later than 15 minutes after their published scheduled arrival time, reported by train and route.”¹⁵⁵ Customer OTP therefore depends upon on-time arrival at every station on a route, not an agreed-upon set of checkpoints. In addition, Customer OTP does not distinguish between the performances of individual host carriers on routes with multiple host carriers. Customer OTP also does not distinguish between delays attributable to host railroads, on the one hand, and delays attributable to Amtrak, third parties, and natural forces, on the other hand.

Union Pacific cannot ensure *Sunset Limited* trains achieve Customer OTP based on schedules aligned with Contract OTP. Application of Customer OTP and Contract OTP to the same facts can produce different conclusions about whether a train is on time. For example, on January 2, 2022, *Sunset Limited* Train 1 incurred 376 minutes of delay because its engine failed—a delay attributable to Amtrak. Union Pacific achieved 100% Contract OTP, while the train achieved just 7.9% Customer OTP.¹⁵⁶ Similarly, on July 31, 2022, *Sunset Limited* Train 2 incurred 109 minutes of delay because of engine failure and problems with Positive Train Control—delays both attributable to Amtrak. Union Pacific achieved 100% Contract OTP, while the train achieved just 26% Customer OTP.¹⁵⁷

A broader view of the misalignment between the *Sunset Limited*’s current schedules and Customer OTP can be seen by comparing overall Contract OTP and Customer OTP for the *Sunset Limited*. As shown in Section III.A, in the twelve-month period from October 2023 through September 2024, Union Pacific’s overall Contract OTP exceeded 80% in every month except two. By contrast, Customer OTP on the *Sunset Limited* never exceeded 72%. Union Pacific is

¹⁵⁵ 49 C.F.R. § 273.5.

¹⁵⁶ See Novak RVS at 5.

¹⁵⁷ See *id.*

performing as promised in the Operating Agreement, but the agreed-upon schedules do not allow Amtrak to achieve Customer OTP.

Union Pacific has told Amtrak it is willing to help Amtrak achieve Customer OTP, but the *Sunset Limited*'s current schedules must be modified and extended to align them with Customer OTP.¹⁵⁸

2. Amtrak has resisted Union Pacific's efforts to align *Sunset Limited* schedules with Customer OTP.

Amtrak has refused to align *Sunset Limited* schedules with Customer OTP.¹⁵⁹ Amtrak's statements in this proceeding reveal the reason for the impasse: Amtrak says it will "not base its schedule[s] on the assumption that host railroads will violate Amtrak's statutory right to preference"¹⁶⁰ and believes *Sunset Limited* trains do not consistently achieve Customer OTP under current schedules because host railroads are not providing preference.¹⁶¹ Amtrak says Union Pacific should be required "to implement operating and other adjustments before modifying the schedule."¹⁶² More specifically, Amtrak contends preference requires Union Pacific to "reduc[e] the number of non-fitting trains dispatched during *Sunset Limited* service, better manag[e] freight crews, or adjust[] freight schedules,"¹⁶³ and "expand[] [its] workforce."¹⁶⁴ Amtrak even claims

¹⁵⁸ See *id.* at 6.

¹⁵⁹ See *id.* at 7.

¹⁶⁰ Amtrak's Sept. 2023 Resp. at 55.

¹⁶¹ See Amtrak Op. at 105.

¹⁶² *Id.* at 106.

¹⁶³ *Id.* at 105.

¹⁶⁴ *Id.* at 106.

Union Pacific must refuse additional business if increased volumes could result in delays to Amtrak.¹⁶⁵

Union Pacific addresses Amtrak's erroneous view of preference in Part IV. If the Board rejects Amtrak's view of preference, Union Pacific expects Amtrak would be more open to considering modifications to align *Sunset Limited* schedules with Customer OTP. The *Sunset Limited*'s schedules must be changed if Amtrak wants to achieve Customer OTP, and Amtrak's non-preference-related rationales for rejecting schedule changes lack merit.

a) The *Sunset Limited*'s current schedules must be modified to align them with Customer OTP.

Aligning the *Sunset Limited*'s schedules with Customer OTP will require extending the overall schedule and shifting certain allocations of recovery time and miscellaneous time currently included in the schedule. The details of Union Pacific's current proposal for modifying the schedules are set forth in the reply verified statement of Katherine Novak.¹⁶⁶

A particularly notable example of the need to modify *Sunset Limited* schedules, which also illustrates some of the fundamental differences between Contract OTP and Customer OTP, involves the BNSF-Union Pacific interchange of Train 1 at Iowa Jct.¹⁶⁷ As shown below, Train 1 is currently scheduled to arrive at Iowa Jct. at 2:22 p.m. However, Train 1 is also scheduled to depart Iowa Jct. at 1:43 p.m., travel 13.6 miles, and arrive in Lake Charles at 1:53 p.m.—that is, *29 minutes before* it is scheduled to arrive at Iowa Jct.

¹⁶⁵ See Amtrak's Sept. 2023 Resp. at 55 ("To the extent capacity is consumed due to railroad operating decision, or volume increases, such reductions in capacity will be treated as delays.").

¹⁶⁶ See Novak RVS at 17–21; *see also* Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tabs "Train 1 MoWeSa" & "Train 2 SuWeFr."

¹⁶⁷ See *id.* at 7–9.

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***Sunset Limited* Train 1 Schedule (excerpt)¹⁶⁸**

Schedule Skeleton - <i>Sunset Limited</i> /Train 1 (MoWeSa)								January 23, 2023	
RR	Mileage	Services	PRT	Recovery Minutes	Misc. Adjust.	Dwell Minutes	Arrive	Depart	Station
AMT	0.0	T,E,F,A,I,W,G						9:00 AM	New Orleans, LA CT
CNIC	3.7		10	5			9:15 AM	9:15 AM	XSU - Southport Jct
NOPB	5.9		5				9:20 AM	9:20 AM	XEB - East Bridge Jct
BNSF	11.1		19	1			9:40 AM	9:40 AM	XWB - West Bridge Jct
BNSF	15.5		7	2	5		9:54 AM	9:54 AM	XLL - Live Oak
BNSF	55.6		37	-3		2	10:28 AM	10:30 AM	Schriever, LA
BNSF	127.1		82	2		2	11:54 AM	11:56 AM	New Iberia, LA
BNSF	145.1		22	3		3	12:21 PM	12:24 PM	Lafayette, LA
BNSF	205.8		70	32	16		2:22 PM	2:22 PM	Iowa Jct.
UP	205.8				-39		1:43 PM	1:43 PM	XIJ - Iowa Jct.
UP	219.4		18	-8		2	1:53 PM	1:55 PM	Lake Charles, LA
UP	280.7	t, e	79	4	16	14	3:34 PM	3:48 PM	Beaumont, TX
UP	362.5		104	46		37	6:18 PM	6:55 PM	Houston, TX
UP	375.8		25				7:20 PM	7:20 PM	XWJ - West Junction, TX
UP	400.7		26				7:46 PM	7:46 PM	XRB - Rosenberg, TX
UP	433.6		30				8:16 PM	8:16 PM	XEA - Eagle Lake, TX
UP	484.3		50				9:06 PM	9:06 PM	XFA - Flatonia, TX
UP	527.3		45				9:51 PM	9:51 PM	XKG - Kingsbury, TX
UP	565.7	FR	41	23	20	8	11:15 PM	11:23 PM	XKY - Kirby
UP	572.8	I,T,E,W,G	17	25		160	12:05 AM	2:45 AM	San Antonio, TX

Under Contract OTP, the *Sunset Limited*'s inevitable late arrival at Lake Charles is not a problem for Union Pacific. BNSF hosts Train 1 east of Iowa Jct. Under the Operating Agreement, Iowa Jct. is Train 1's contractual origin on Union Pacific, and its contract departure time is 1:43 p.m. Train 1's first checkpoint is at San Antonio, where the contract arrival time is 12:05 a.m. the following day. If BNSF delivers Train 1 to Iowa Jct. at 2:22 p.m., rather than 1:43 p.m., the 39-minute difference is added to the arrival time at San Antonio in evaluating Union Pacific's performance under Contract OTP, as explained above.

In fact, under Contract OTP, the current schedule benefits Amtrak, BNSF, and Union Pacific. BNSF has nowhere to hold the *Sunset Limited* at Iowa Jct., and Union Pacific has nowhere to hold the *Sunset Limited* at Lake Charles—Amtrak's station platform is located on the main line. The schedule's negative 39-minute adjustment allows Union Pacific to accept the *Sunset Limited*

¹⁶⁸ See Union Pacific Reply Exhibit B.

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in interchange at Iowa Jct. when BNSF delivers the train (even if BNSF delivers the train early) while minimizing its dwell at Lake Charles.

By contrast, under Customer OTP, the current schedule triggers a cascade of on-time service failures. Even when BNSF delivers Train 1 on time at 2:22 p.m., Union Pacific will necessarily deliver the train late to Lake Charles: under Customer OTP, Train 1 is late if it does not reach Lake Charles by 2:08 p.m. If Train 1 then continues to take the scheduled amount of run and dwell time as it continues west, it will arrive late at subsequent stations under Customer OTP.

Sunset Limited schedules also have a broader alignment problem given that they do not sufficiently account for variability of railroad operations when measuring on-time performance using Customer OTP. Schedules designed to comply with Customer OTP generally need to be longer than schedules designed to comply with Contract OTP because they must include more recovery time. The schedules must include more recovery time for two reasons. *First*, achieving Customer OTP requires more recovery time than achieving Contract OTP because schedules need to include enough recovery time at each station to account for the fact that expected delays could arise between every set of adjacent stations, rather than just enough recover time to account for expected delays only at the checkpoints.¹⁶⁹ *Second*, schedules designed to comply with Customer OTP need to include enough recovery time to account for delays attributable to other host carriers, Amtrak, and third-parties—delays that were not a concern when Union Pacific was negotiating schedules aligned with Contract OTP.¹⁷⁰

Amtrak's statements in this proceeding show Amtrak does not understand the need to extend schedules to account for the increased impact of operational variability on Customer OTP.

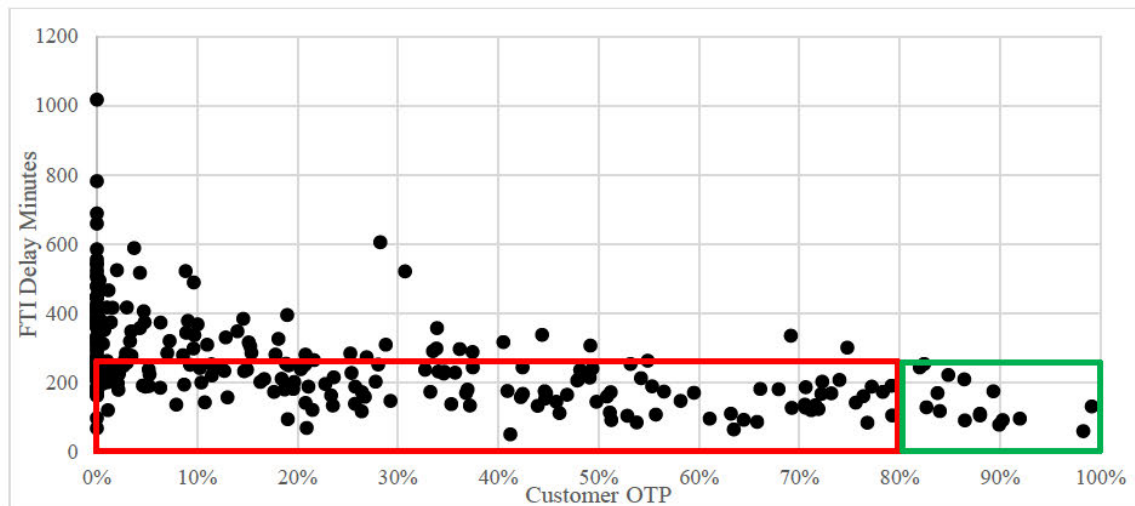
¹⁶⁹ See Novak RVS at 9–10.

¹⁷⁰ See *id.* at 9.

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In arguing schedule extensions are unwarranted, Amtrak notes the *Sunset Limited* achieved Customer OTP 5% of the time (*i.e.*, in sixteen of 296 complete runs) during the Complaint Period.¹⁷¹ However, during the same time period, 95% of runs did not achieve Customer OTP, so the existence of sixteen successful runs does not show *Sunset Limited* schedules contain enough recovery time at the right locations to allow Amtrak to consistently achieve Customer OTP. Further, the difference between achieving Customer OTP and failing to achieve Customer OTP cannot be attributed to preference violations, even under Amtrak's erroneous view that any freight train interference constitutes a preference violation. As shown below, 160 out of 296 complete runs of the *Sunset Limited* (red box) did not achieve Customer OTP despite having *the same or fewer minutes* of freight train interference than the sixteen successful runs (green box).¹⁷²

Freight Train Interference and Customer OTP¹⁷³



¹⁷¹ See Amtrak Op. at 109.

¹⁷² See Novak RVS at 11.

¹⁷³ *Id.* at 12; see also Union Pacific Reply Workpaper “Novak workpapers.xlsx,” Tab “FTI v Customer OTP.xlsx.”

If Amtrak wants to ensure the *Sunset Limited* consistently achieves Customer OTP, it should work in good faith to negotiate an extension of the current schedules.

b) Amtrak's other objections to extending the *Sunset Limited*'s current schedules lack merit.

While Amtrak raises several objections to extending the *Sunset Limited*'s current schedules that are not tied to its preference claims, those objections are meritless.

First, Amtrak complains Union Pacific is seeking to change schedules it previously approved.¹⁷⁴ However, as discussed above, Union Pacific approved the *Sunset Limited*'s current schedules for the purpose of determining on-time performance using Contract OTP. If Amtrak wants to consistently achieve Customer OTP, the *Sunset Limited*'s current schedules must be extended.

Second, Amtrak suggests Union Pacific is being unreasonable because Amtrak and host carriers have certified more than 95% of published train schedules.¹⁷⁵ However, Amtrak neglects to mention that Union Pacific and Amtrak have already certified 98 out of 104 published train schedules involving Union Pacific, or 94% of published train schedules. Union Pacific's only uncertified schedules involve long-distance trains, including the *Sunset Limited*.¹⁷⁶

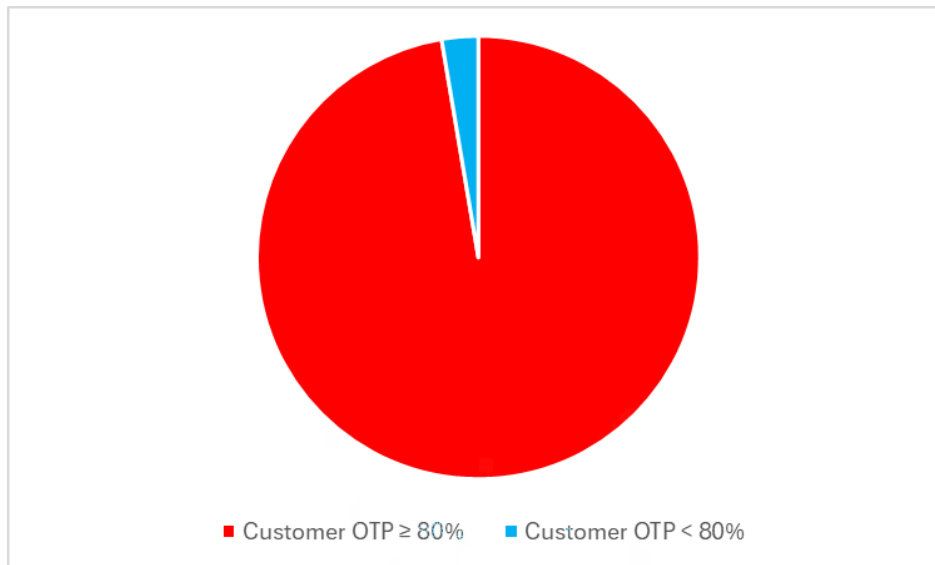
Further, the FRA's data show Amtrak's willingness to certify schedules does not mean the schedules can consistently achieve Customer OTP. As depicted in the figure below, over the most recent five quarters, only two of Amtrak's fifteen long-distance routes achieved 80% Customer OTP, and then for only a single quarter.

¹⁷⁴ See Amtrak Op. at 101.

¹⁷⁵ See *id.*

¹⁷⁶ See Novak RVS at 13.

Amtrak Long-Distance Routes and Customer OTP (FY23 Q4-FY24 Q4)¹⁷⁷



Third, Amtrak says extending *Sunset Limited* schedules is unnecessary because the schedules already contain more recovery time and miscellaneous time than almost every other long-distance route.¹⁷⁸ However, given the performance of Amtrak's other long-distance routes, those schedules appear to lack sufficient recovery time and miscellaneous time to consistently achieve Customer OTP, so they provide no help in evaluating appropriate schedules for the *Sunset Limited*.

Fourth, Amtrak says extending *Sunset Limited* schedules would impede its ability to operate a trip-time competitive service as mandated by Congress.¹⁷⁹ However, Amtrak does not identify what it sees as its competitors or explain why a modest schedule increase would tip the

¹⁷⁷ See Federal Railroad Administration, *Quarterly Report on the Performance and Service Quality of Intercity Passenger Train Operations: 4th Quarter of Fiscal Year 2024* (July 1, 2024 – Sept. 30, 2024), https://railroads.dot.gov/sites/fra.dot.gov/files/2024-12/FY24%20Q4%20Performance%20and%20Service%20Quality%20Report_PDFa.pdf

¹⁷⁸ See Amtrak Op. at 109.

¹⁷⁹ See *id.* at 102 (citing 49 U.S.C. § 24101(b)).

existing competitive balance. Amtrak certainly is not trip-time competitive with airline service. A nonstop flight from New Orleans to Los Angeles takes approximately 4.5 hours. Even for shorter distances, Amtrak is not trip-time competitive. For example, the *Sunset Limited*'s journey between Houston and El Paso takes 19 hours and 30 minutes, while driving takes approximately 10 hours and 40 minutes according to Google Maps. Passengers on Amtrak's long-distance trains are not focused on trip-time. Amtrak recognizes this fact in its marketing, telling potential customers: "When you travel on an Amtrak train, it's about more than just getting from place to place."¹⁸⁰ And Amtrak does not appear to have considered whether modestly longer, but more consistently achievable schedules might attract more ridership.

Finally, Amtrak says extending *Sunset Limited* schedules is unwarranted because it agreed to add time to the schedules in 1998 and 2005.¹⁸¹ Amtrak's argument again confuses Contract OTP and Customer OTP. Union Pacific is not proposing to add time to *Sunset Limited* schedules to achieve Contract OTP. Union Pacific is proposing to add time to the *Sunset Limited* schedules to help Amtrak achieve Customer OTP. Moreover, the history of *Sunset Limited* schedule changes shows Union Pacific has no interest in making *Sunset Limited* schedules any longer than necessary. As Amtrak acknowledges, Union Pacific agreed to *reduce* *Sunset Limited* schedules in 2009 because trains were arriving early and dwelling on tracks also used for freight service.¹⁸² Union Pacific has the same concern today, as discussed above in connection with Lake Charles. Indeed, any time the *Sunset Limited* is on Union Pacific track, whether main line or sidings, it is consuming

¹⁸⁰ Amtrak, *Onboard*, www.amtrak.com/onboard.

¹⁸¹ See Amtrak Op. at 102.

¹⁸² See Amtrak's Sept. 2023 Resp. at 58 n.40; Amtrak's Dec. 2023 Resp. at 9.

capacity that could be used for freight traffic. Union Pacific therefore has every incentive to shorten schedules as much as possible.

Union Pacific's proposed schedule extensions are very modest. As Amtrak acknowledges, *Sunset Limited* schedules were longer between 2005 and 2009 than they are now. After the modest extensions Union Pacific proposes in Part VI, *Sunset Limited* Train 1's schedule between New Orleans and Los Angeles would be 2,869 minutes, which is 26 minutes *shorter* than the schedule in place from 2005 to 2009. *Sunset Limited* Train 2's schedule between Los Angeles and New Orleans would be 2,820 minutes, which is 30 minutes *shorter* than the schedule in place from 2005 to 2009.¹⁸³

If Amtrak wants to achieve Customer OTP, it should agree to extend the *Sunset Limited's* current schedules.

IV. Union Pacific Provides Amtrak With Preference Over Freight Transportation.

The *Sunset Limited's* failure to achieve Congress's standard for on-time performance is not attributable to any failure to provide preference to Amtrak. Contrary to Amtrak's claims, Amtrak's right to preference under 49 U.S.C. § 24308(c) does not require dispatchers to resolve all dispatching conflicts in Amtrak's favor, regardless of the impact on freight service, or require host carriers to design and operate their networks to ensure Amtrak trains are always on time. Amtrak's claims are inconsistent with statutory language, legislative history, and public policy.

¹⁸³ See Amtrak's Dec. 2023 Resp. at 8–9 & “2005 Schedule Skeleton” (AMTRAK_STB_NATIVE_00046).

In its December 5, 2023, submission to the Board referenced above, Amtrak miscalculated *Sunset Limited* Train 2's total time between New Orleans and Los Angeles under the schedule in place from 2005 to 2009 because it excluded the Amtrak-hosted segment between Southport Jct. and New Orleans. The total time in the schedule was 2,850 minutes, not 2,805 minutes. See Novak RVS at 14 n33.

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Amtrak's preference under § 24308(c) means a dispatcher resolving a conflict between a freight train and an Amtrak train "in using a line, junction, or crossing" must give Amtrak's interests greater weight. Giving Amtrak's interests greater weight does not mean dispatchers must resolve every conflict in Amtrak's favor. Dispatchers rely on experience and judgment to make hundreds of decisions in a constantly changing environment during each shift they work. Determining whether a host carrier failed to provide preference requires fact-specific analysis of the circumstances surrounding individual dispatching decisions.

Union Pacific dispatchers give Amtrak preference as required by § 24308(c). Union Pacific instructs its dispatchers to give Amtrak preference and reinforces those instructions throughout their careers. Amtrak monitors Union Pacific's compliance with the preference requirement by virtually standing over dispatchers' shoulders. As Amtrak acknowledges, it "has real-time access to UP dispatch screens in the ordinary course of business."¹⁸⁴ Before Amtrak filed its Opening Statement, Amtrak personnel never once contacted their Union Pacific counterparts to complain an individual dispatching decision constituted a preference violation involving a *Sunset Limited* train during the Complaint Period.¹⁸⁵

Determined to attribute the *Sunset Limited's* failure to meet Congress's on-time performance standard to Union Pacific, Amtrak attempts to redefine and expand the very meaning of preference.

¹⁸⁴ Petition of Amtrak for Show Cause Order With Respect to the Preservation of Dispatch Playback Records, STB Docket No. NOR 42175 at 5 n.16 (Jan. 23, 2024).

¹⁸⁵ See Batt RVS at 19.

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Amtrak insists preference is “absolute,”¹⁸⁶ meaning a host carrier must resolve all dispatching decisions at a rail line, junction, or crossing in favor of Amtrak.¹⁸⁷ Amtrak criticizes Union Pacific for instructing dispatchers that preference ““does not mean they should disregard impacts to other trains or the network as a whole,””¹⁸⁸ arguing that “[t]his weighing of a ‘range of variables’ is not consistent with the unequivocal congressional mandate to provide Amtrak with preference over freight transportation.”¹⁸⁹ However, Congress did not require host carriers to give Amtrak trains absolute preference, as shown by § 24308(c)’s text and the statute’s legislative history, which includes Amtrak’s own testimony to Congress that requiring dispatchers to ““never let a freight train interfere,’ just is not a real-world approach.”¹⁹⁰

Amtrak also insists preference obligates host carriers to design and operate their networks to ensure Amtrak passengers reach their destinations on time.¹⁹¹ Amtrak’s claim ignores § 23408(c)’s plain language, which establishes that preference involves resolving dispatching conflicts, not requiring host carriers to implement operating strategies to guarantee Amtrak trains operate on time. Host carriers’ obligations to provide Amtrak on-time service arise from their operating agreements with Amtrak, not the statutory preference requirement.

Amtrak has not shown any preference violation in this proceeding. Nearly all Amtrak’s claims involve Union Pacific’s network design and operations, not dispatchers’ resolutions of conflicts between freight and passenger trains. When Amtrak does criticize dispatcher decisions,

¹⁸⁶ See Amtrak Op. at 68, 74.

¹⁸⁷ See *id.* at 64.

¹⁸⁸ *Id.* at 89 (quoting UP’s Sept. 2023 Resp. at 31–32).

¹⁸⁹ *Id.*

¹⁹⁰ *Financial Assistance to Amtrak: Hearings before the Subcomm. on Transp. & Aeronautics of the H. Comm. on Interstate & Foreign Commerce*, 93d Cong. 32 (1973) (testimony of R. Lewis).

¹⁹¹ See Amtrak Op. at 1.

it relies on absolute preference: it never specifies what dispatchers should have done differently and never shows such an alternative would not have compromised the overall fluidity of the network for both freight and passenger transportation. Amtrak thus fails to identify a single preference violation involving the *Sunset Limited*.

The Board must reject Amtrak's unsupportable redefinition and expansion of preference and Amtrak's claim that Union Pacific committed preference violations during the Complaint Period.

A. The Board must reject Amtrak's attempt to redefine and expand Amtrak's statutory right to preference.

1. Amtrak's claim to absolute preference is contrary to law and sound policy.

Amtrak claims its right to preference is absolute because Congress vested Amtrak with a right to preference "in unequivocal terms."¹⁹² However, the best reading of § 24308(c), given its language, history, and purpose, is that it requires a dispatcher resolving a conflict between a freight train and an Amtrak train to give Amtrak's interests greater weight. Amtrak itself has repeatedly acknowledged preference cannot be absolute.

a) Amtrak's claim to absolute preference is inconsistent with the text of § 24308(c).

Amtrak claims the "plain meaning" of "preference" in § 24308(c) requires host carriers to resolve every individual dispatching decision at a rail line, junction, or crossing in favor of Amtrak.¹⁹³ But Congress did not require host carriers to resolve every individual dispatching decision in favor of Amtrak. Congress instead required host carriers to give Amtrak "preference." In common usage, a preference for *A* over *B* does not mean *A* always wins. Amtrak's own

¹⁹² Amtrak Op. at 62.

¹⁹³ *Id.* at 63.

dictionary references show preference means giving an *advantage* to one over others when weighing choices.¹⁹⁴ For example, a driver might prefer country roads over interstate highways, but after weighing timing, traffic, and other considerations, might decide to make a particular trip using a highway. In the context of § 24308(c), preference means dispatchers should give an advantage to Amtrak when weighing Amtrak’s interests against the interests of freight railroads and shippers, but the final balance can shift depending on the facts and circumstances of each case.

Although Amtrak argues for absolute preference by straining to attribute significance to the grammar in the statute’s phrase, “a rail line, junction, or crossing,”¹⁹⁵ the phrase only shows when and where preference is to be applied (*i.e.*, when resolving individual dispatching conflicts in using a rail line, junction, or crossing). Although Amtrak claims the grammar means the “text does not authorize any balancing tests,”¹⁹⁶ Amtrak’s own dictionary references show preference inherently involves balancing—preference is an advantage *when weighing choices*.¹⁹⁷ Amtrak’s preference “in using a rail line, junction, or crossing” is not a directive to always clear or hold freight trains in favor of Amtrak trains regardless of the effect on the network. A statutory provision that “preference shall be given” in certain circumstances “does not delineate what that preference shall be.”¹⁹⁸

¹⁹⁴ See *id.* at 63 (citing *The Random House Dictionary of the English Language* 1045 (defining “preference” as “a practical advantage given to one over others”); *Webster’s New World Dictionary of the American Language* 1122 (2d College ed. 1970) (defining “preference” as “a giving of priority or advantage to one person, country, etc. over others”)).

¹⁹⁵ *Id.* at 64.

¹⁹⁶ *Id.*

¹⁹⁷ See *supra* note 194.

¹⁹⁸ *Brannan v. Elder*, 341 U.S. 277, 286 (1951) (discussing hiring preferences for veterans); see also, *e.g.*, *Drelick v. City of Philadelphia*, 1995 WL 447645, at *1 (E.D. Pa. July 28, 1995) (“That someone or something is preferred does not inherently mean that he or it must be selected. One may prefer a medical specialist to a general practitioner but select the latter when insurance (continued...)”).

b) Amtrak's claim to absolute preference is inconsistent with the legislative history of § 24308(c).

Although Amtrak says historical context supports its claim to absolute preference, Amtrak misrepresents that history and ignores legislative history showing Congress did not intend to provide Amtrak absolute preference over the interests of freight railroads and shippers. Indeed, Amtrak ignores its own role in the legislative history, specifically in warning Congress that requiring dispatchers to “‘never let a freight train interfere,’ just is not a real-world approach.”¹⁹⁹

Amtrak is incorrect in claiming its right to preference was part of the “public bargain that created Amtrak.”²⁰⁰ Congress created Amtrak in the Rail Passenger Service Act of 1970²⁰¹ in large part to improve the health of freight railroads, which “were suffering tremendous financial losses on the provision of passenger services.”²⁰² In exchange for transferring passenger responsibilities to Amtrak, freight railroads were required to pay Amtrak approximately \$200 million in cash and

coverage, cost, convenience and any of a variety of factors are also considered. One may prefer a Cadillac to a Chevrolet but select the latter after also considering price, cost of collision coverage, maintenance costs and mileage per gallon.”); *Antonio P. v. Ariz. Dep’t of Econ. Sec.*, 187 P.3d 1115, 1118 (Ariz. Ct. App. 2008) (“Preference means a ‘choice or estimation above another.’ Preference does not mean that a certain choice or estimation is mandated.” (quoting *Webster’s New International Dictionary* 1787 (3d ed. 2002))); *Orange Cty. Employees Ass’n v. County of Orange*, 234 Cal. App. 3d 833, 842 (Cal. Ct. App. 1991) (“Use of the word ‘preference,’ without more, implies the exercise of judgment. Had the Legislature intended the local agencies to ‘select’ or ‘approve’ a particular kind of plan, it could easily have said so. It did not.”); *cf. Haskell v. Time, Inc.*, 965 F. Supp. 1398, 1408–09 (E.D. Cal. 1997) (“The statement’s reference to ‘preference’ is entirely vague. Nothing specific is offered. The statement as to preference is a meaningless form of puffing.”).

¹⁹⁹ *Financial Assistance to Amtrak: Hearings before the Subcomm. on Transp. & Aeronautics of the H. Comm. on Interstate & Foreign Commerce*, 93d Cong. 32 (1973) (testimony of R. Lewis).

²⁰⁰ See Amtrak Op. at 65.

²⁰¹ Rail Passenger Service Act of 1970 (“RPSA”), Pub. L. No. 91-518, 84 Stat. 1327.

²⁰² *Seaboard Coast Line R.R. Co. v. Nat’l R.R. Passenger Corp.*, 489 F. Supp. 916, 920 (M.D. Fla. 1980), *aff’d*, 645 F.2d 513 (5th Cir. 1981).

rail passenger equipment.²⁰³ Amtrak and the freight railroads were to negotiate contracts defining the terms and conditions of passenger service over the host carriers' lines.²⁰⁴ The Rail Passenger Service Act did not contain a preference requirement. Congress did not enact the preference requirement until the Amtrak Improvement Act of 1973, three years after Amtrak was created.²⁰⁵

Amtrak signaled a conventional understanding of preference during the proceedings before Congress enacted the Amtrak Improvement Act. Amtrak President Roger Lewis rejected absolute preference when he acknowledged that requiring dispatchers to ““never let a freight train interfere,” just is not a real-world approach.”²⁰⁶ Mr. Lewis instead noted there “are cases in railroad operations, a number of them, where freight train interference might be justified”:

For example, maybe in an operation in an area where you had a siding that would take five cars, which would be enough to accommodate that particular passenger train, but would not accommodate a 100-car freight train, it would be sensible to put the passenger train aside and get the freight train out of the way, not only for that segment, but for all of the operations that that train might later interfere with.²⁰⁷

Amtrak's testimony was consistent with pre-Amtrak industry practice, under which preference for passenger trains was never absolute. One month before Congress enacted the Rail Passenger Service Act, the ICC recognized that “discretion must be given to the dispatcher” in “day-to-day operation[s]” to delay passenger trains “to permit prompt movement of freight trains,”

²⁰³ See Congressional Record at S 6540 (May 1, 1970); see also RPSA § 401(a)(2)–(3) (setting the formula for these payments).

²⁰⁴ See RPSA § 402(a)(1) (codified as amended at 49 U.S.C. § 24308(a)).

²⁰⁵ Amtrak Improvement Act of 1973, Pub. L. No. 93-146, 87 Stat. 552.

²⁰⁶ *Financial Assistance to Amtrak: Hearings before the Subcomm. on Transp. & Aeronautics of the H. Comm. on Interstate & Foreign Commerce*, 93d Cong. 32 (1973) (testimony of R. Lewis).

²⁰⁷ *Id.*

and thus “delays of passenger trains because of [a] carrier’s freight traffic” do not establish a “carrier policy to give freight traffic preference over passenger trains.”²⁰⁸ The ICC explained:

In the day-to-day operation of any railroad discretion must be given to the dispatcher to assure safe movement of all trains and there are bound to be meet and passes requiring such actions.²⁰⁹

Just a few years earlier, the ICC recognized freight railroads and dispatchers needed discretion to address circumstances in which the interests of efficient rail operations required passenger trains to clear or hold in favor of freight trains.²¹⁰ The ICC observed:

Operating conditions may dictate that passenger trains be sidetracked for long freight trains which will not fit the length of sidetracks, or for trains which are fleet operated, as where two to four trains, often including a passenger train, are operated in tandem.²¹¹

Further, Congress did not invent the concept of passenger train preference. In the pre-Amtrak period, railroads commonly used the term preference in trackage rights agreements to describe the dispatching treatment the line owner was required to provide the tenant’s passenger trains.²¹² Congress’s intent in enacting the preference requirement was to incorporate pre-Amtrak industry practice into the Rail Passenger Service Act.

Amtrak does not point to any evidence Congress intended to enact a preference requirement that Amtrak itself acknowledged “is not a real-world approach” and would impose greater restrictions on dispatcher discretion than pre-Amtrak industry practice. To support its claim that

²⁰⁸ *Penn Cent. Transp. Discontinuance of 34 Passenger Trains*, 338 I.C.C. 380, 464 (1970).

²⁰⁹ *Id.*

²¹⁰ *Southern Pac. Co. Discontinuance of Trains Nos. 39 and 40 Between Tucumcari, N Mex., and Los Angeles, Calif.*, 330 I.C.C. 685, 693 (1967).

²¹¹ *Id.*

²¹² *See, e.g.*, Union Pacific Reply Exhibit C (Contract Between Central Pacific Railway Company, Southern Pacific Company, and Great Northern Railway Company (Nov. 18, 1927) (“All passenger trains shall be given preference over other trains”)).

freight railroads gave their own passenger trains absolute preference, Amtrak refers to assertions made in a government brief about Southern Pacific's practices in the 1950s when it was trying to revive the *Sunset Limited*'s fortunes.²¹³ However, Amtrak provides no support for those assertions regarding the *Sunset Limited* specifically or other passenger services generally. Further, Southern Pacific's efforts proved unsustainable (as Amtrak acknowledges).²¹⁴ Congress established Amtrak to relieve freight railroads from the burden of providing passenger service, which the ICC had long recognized "endanger[ed] the present and future welfare of the railroad industry."²¹⁵

Amtrak also points to an ICC statement from 1969 that passenger trains should not be "relegated to a second-class service by comparison with routine freight traffic" and "shunted onto a siding as a matter of operating policy, to permit passage of freight trains."²¹⁶ However, the ICC's expression of concern that railroads were treating their own passenger trains worse than freight trains refutes rather than supports Amtrak's claim that pre-Amtrak industry practice provided passenger trains absolute preference.

Amtrak also points to regulations the ICC proposed in 1971 that would have prohibited "the sidetracking of passenger trains for freight trains . . . except in [an] emergency."²¹⁷ However, the ICC's proposals were intended to change industry practice, not codify observed behavior.

²¹³ See Amtrak Op. at 65–66 (quoting Plaintiff's Post-Hearing Memorandum in Support of Motion for Preliminary Injunction at 4, *United States v. Southern Pac. Ry. Co.*, No. 79-3394 (D.D.C. Feb. 22, 1980)).

²¹⁴ See *id.* at 4, 66.

²¹⁵ *Railroad Passenger Train Deficit*, 306 I.C.C. at 479; see also, e.g., *Passenger Train Service Legislation: Hearings Before the Subcomm. On Surface Transportation of the S. Comm. on Commerce*, 91st Cong. 176 (1969) (passenger service creates "a serious drain" on railroad "resources and on [railroads'] ability to compete for freight traffic").

²¹⁶ Amtrak Op. at 66 (quoting *Adequacies—Passenger Service—Southern Pac. Co.*, 335 I.C.C. 415, 434 (1969)).

²¹⁷ *Id.* at 67 (quoting *Adequacy of Intercity Passenger Rail Service*, 36 Fed. Reg. 23636, 23638 (proposed Dec. 11, 1971)).

Further, the regulations the ICC finally adopted shortly after the Amtrak Improvement Act of 1973 did not include that prohibition.²¹⁸ The ICC recognized that expectations of some “sidetracking” of passenger trains is built into their schedules and concluded Congress sufficiently addressed potential mistreatment of passenger trains by enacting the preference requirement.²¹⁹

Finally, Amtrak claims Congress “confirmed” Amtrak’s absolutist interpretation by not modifying the definition of preference when it enacted PRIIA in 2008.²²⁰ However, Amtrak offers no evidence Congress ever understood preference to be absolute before PRIIA. In the years after Amtrak President Lewis’s testimony, Amtrak reinforced its “real-world” approach before Congress, testifying that putting passenger trains in sidings in some circumstances is “just prudent operation” and that preference simply means protecting Amtrak from “undue interference”:

- In 1976, Amtrak President Paul Reistrup rejected suggestions that passenger trains should never be placed on a siding for a meet: “Being a former operating man, I would disagree with that. We can actually get faster passenger trains in some cases, depending upon the situation, by putting a passenger train, which is short, into the siding and getting that freight past it on the main line, particularly when the freight train won’t fit in the siding. This is just prudent operation.”²²¹
- In 1982, Amtrak’s President Alan Boyd recognized Amtrak’s preference was not absolute when he testified “the law provides that the passenger train operation shall be without undue interference with the freight operation.”²²²

Congress has since signaled its understanding that preference is not absolute. In 2007 hearings shortly before the passage of PRIIA, Senator Patty Murray, then Chair of the Senate Subcommittee on Transportation, Housing, and Urban Development, and Related Agencies,

²¹⁸ See *Adequacy of Intercity Rail Passenger Service*, 344 I.C.C. 758, 809 (1973).

²¹⁹ See *id.* at 779.

²²⁰ See Amtrak Op.at 68.

²²¹ *Dep’t of Transp. and Related Agencies Appropriations for Fiscal Year 1977: Hearings Before Subcomm. of the S. Comm. on Appropriations*, 94th Cong. 547 (1976) (testimony of P. Reistrup).

²²² *Dep’t of Transp. and Related Agencies Appropriations for 1982: Hearings before a Subcomm. of the H. Comm. of Appropriations*, 97th Cong. 483 (1981) (testimony of A. Boyd).

rejected absolute preference as “simply not realistic.”²²³ Senator Murray recognized absolute preference for Amtrak would be inconsistent with the nation’s interest in freight mobility in stating:

There is no question that we need our freight railroads to move cargo. Freight mobility is an essential part of our economy, especially in an agricultural and trade state like mine. It is simply not realistic to expect our freight railroads to put every coal and container train on a siding so passenger trains can breeze through.²²⁴

One month before Congress enacted PRIIA, the U.S. Department of Transportation’s Office of Inspector General reported Amtrak’s admission that absolute preference “could cause rail traffic in certain areas of high traffic volume and chokepoints to shut down”:

Amtrak agreed that, as a practical matter, such strict adherence could cause rail traffic in certain areas of high traffic volume and chokepoints to shut down. According to Amtrak, there will be certain circumstances in which the host railroads have no practical alternative than to violate what Amtrak views as its right to preference.²²⁵

In sum, PRIIA’s legislative history does not contain any hint that Congress adopted a definition of preference that Amtrak told it “just is not a real-world approach” in the 1970s and 1980s, Senator Murray described as “simply not realistic” in 2007, and Amtrak admitted “could cause rail traffic in certain areas of high volume and chokepoints to shut down” just before Congress enacted PRIIA in October 2008.

²²³ See *Transportation, Housing and Urban Development, and Related Agencies Appropriations for Fiscal Year 2008: Hearing on S. 294 before the Subcomm. on Transportation, Housing and Urban Development, and Related Agencies, of the S. Comm. on Appropriations*, 110th Cong. 2 (2007) (opening statement of Sen. Patty Murray, Chair).

²²⁴ *Id.*

²²⁵ Office of Inspector General, U.S. Dep’t of Transp., Report No. CR-2008-076, Root Causes of Amtrak Train Delays at 5 (Sept. 8, 2008), https://www.oig.dot.gov/sites/default/files/Amtrak_Root_Causes_Final_Report_9_8_08_with_508_charts.pdf.

c) Absolute preference would be contrary to public policy.

Amtrak's admission to the Office of Inspector General confirms absolute preference is unreasonable and unworkable. Absolute preference would undisputably reduce the fluidity of the rail network, lowering the quantity and quality of freight service. As Amtrak has acknowledged to the Board, "in the real world in terms of trying to get two trains across a single-track railroad, it is sometimes more efficient for an Amtrak train to wait for a freight train to come through."²²⁶ Despite that prior acknowledgement, Amtrak now argues host carriers must avoid imposing a minute of delay to a passenger train, even if it would mean an hour of freight train delay or even hours of cascading delays across the rail network. Amtrak's only justification for this extreme policy—that Congress cares about rail passengers—applied equally in 1973, yet Amtrak then recognized the folly of absolute preference. In the real world, "[t]he interest of the travelling public" must be balanced against "providing efficient freight service."²²⁷

Rather than confront the real-world consequences of its position, Amtrak claims Congress "accounted for practical concerns in enforcing Amtrak's absolute right to preference by providing the Board with flexibility at the remedial stage" in proceedings under § 24308(f).²²⁸ Amtrak's claim is science fiction. Congress enacted § 24308(f) in PRIIA in 2008. As noted above, Amtrak does not claim Congress changed the definition of preference when it enacted PRIIA—Amtrak says Congress reinforced the definition it established in 1973.²²⁹ Thus, in Amtrak's story, Congress provided Amtrak absolute preference in 1973—35 years before accounting for the practical

²²⁶ Hearing Tr. at 68:14–18, *Buckingham Branch R.R. Co.—Lease—CSX Transp., Inc.*, STB Docket No. FD 34495 (Oct. 13, 2004).

²²⁷ *Amtrak and Tex. and P. Ry. Co., Just Compensation*, 348 I.C.C. 645, 671 (1970).

²²⁸ Amtrak Op. at 74.

²²⁹ *See id.* at 6.

concerns of absolute preference in 2008. Amtrak's time-travelling tale of congressional intent emphasizes that § 24308(c) does not provide absolute preference.

Amtrak also claims Congress accounted for practical concerns by providing that rail carriers could be relieved of their obligation to give Amtrak preference when the “Board orders otherwise.”²³⁰ However, the “Board-ordered” exception does not address the practical concerns confronting dispatcher facing the daily challenges of resolving individual dispatching conflicts in real time. Congress could not have intended a dispatcher who must choose whether to stop an Amtrak train for a minute or trigger hours of cascading delays for freight trains to “apply to the Board for relief.”²³¹ In fact, Congress's inclusion of the Board-ordered exception shows Congress did not intend the preference requirement to be applied in such a way that would “materially . . . lessen the quality of freight transportation provided to shippers.”²³²

Amtrak further claims Congress accounted for practical concerns by providing the preference requirement does not apply in an “emergency.”²³³ However, Amtrak claims none of the delays to *Sunset Limited* trains at issue in this proceeding involved an emergency.²³⁴ Union Pacific disagrees with Amtrak's position that none of the delays involved emergencies under § 24308(c). But if Amtrak's position is correct, the emergency exception would do almost nothing to mitigate the practical concerns in enforcing absolute preference.

²³⁰ *Id.* at 70 (quoting 49 U.S.C. § 24308(c)).

²³¹ 49 U.S.C. § 24308(c).

²³² *Id.*; see also *Policy Statement on Implementing Intercity Passenger Train On-Time Performance and Preference Provisions of 49 U.S.C. § 24308(c) and (f)*, EP 728, slip op. at 3 (STB served Dec. 28, 2015) (“Congress expressed its view that ‘preference for . . . passenger transportation . . . [should not] materially lessen the quality of freight transportation provided to shippers.’” (alterations in original)).

²³³ Amtrak Op. at 70 (quoting 49 U.S.C. § 24308(c)).

²³⁴ See *id.* at 70–72, 72 n.183.

Finally, the costs to Amtrak and the public from absolute preference would be staggeringly high. Amtrak must compensate the host carriers for the incremental cost of its access.²³⁵ This standard requires reimbursement of all costs incurred by a host carrier due solely to Amtrak's presence on a line.²³⁶ If host carriers had to ensure every dispatching conflict is resolved in Amtrak's favor, Amtrak would have to pay for the costs imposed on host carriers as a consequence. Board precedent confirms such costs are considered incremental costs: "[A]ll costs that a freight carrier would not incur but for the operation of Amtrak [are] incremental costs."²³⁷ Amtrak's cost to compensate host carriers for absolute preference on routes such as the *Sunset Limited* Route would be enormous, threatening the viability of an Amtrak operation that is already losing tens of millions of dollars each year.²³⁸

2. Preference does not require host carriers to design and operate their networks so Amtrak trains are never delayed.

Amtrak's claim that preference requires railroads to design and operate their networks to provide on-time passenger service is contrary to the text, history, and context of § 24308(c). Amtrak spends most of its Opening Statement complaining about delays it attributes to management decisions about train and siding lengths and crew management practices. Amtrak may have recourse under its operating agreements if host carriers cannot meet contractual

²³⁵ See generally 49 U.S.C. § 24308(a)(2)(B).

²³⁶ See *Nat'l R.R. Passenger Corp. v. ICC*, 610 F.2d 865, 868 (D.C. Cir. 1979) ("Incremental costs are costs that the supplier railroad would avoid if passenger service were discontinued. Non-incremental costs would remain even if Amtrak service were halted.").

²³⁷ *Application of the Nat'l R.R. Passenger Corp. Under 49 U.S.C. 24308(a)*—*Union Pac. R.R. Co. & S. Pac. Transp. Co.*, 3 S.T.B. 143, 155 n.24 (1998); see also *id.* at 155 ("Should Amtrak's increased express service cause capacity constraints requiring additional infrastructure investment, we see no reason why we would not include those directly attributable costs in a compensation order. The same result should likely apply to any other costs the carrier incurs that is traceable to Amtrak's operations.").

²³⁸ See *supra* note 29.

performance commitments because of management decisions regarding network design and operational strategies, or management failures in executing operating plans. However, § 24308(c)'s preference requirement applies only to resolution of dispatching conflicts.

a) Amtrak's claim that preference applies to host carriers' network design and operating strategies is contrary to the text of § 24308(c).

Amtrak is incorrect in claiming § 24308(c)'s preference requirement obligates host carriers "to operate their networks such that Amtrak passengers reach their destinations on time."²³⁹ Section 24308(a)'s text makes clear Congress's intent to address only individual dispatching decisions by specifying Amtrak has preference only "in using" host carriers' existing "rail lines, junctions, and crossings." Host carriers' obligations regarding on-time performance are governed solely by their operating agreements with Amtrak.

b) Legislative history confirms preference does not involve network design and operating strategies.

Legislative history confirms Amtrak's preference involves individual dispatching decisions, not network design and operating strategies. In congressional hearings on the bill that enacted the preference requirement, the testimony focused on dispatcher discretion in resolving conflicts between trains. In fact, the testimony assumed systematic operating practices, such as operating trains longer than available sidings, would continue to create conflicts requiring dispatchers to exercise discretion. For example, when Amtrak's President Roger Lewis explained why requiring dispatchers to "'never let a freight train interfere,' just is not a real-world approach," his example involved the need to accommodate trains longer than available sidings:

For example, maybe in an operation in an area where you had a siding that would take five cars, which would be enough to accommodate that particular passenger train, but would not

²³⁹ Amtrak Op. at 1.

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accommodate a 100-car freight train, it would be sensible to put the passenger train aside and get the freight train out of the way, not only for that segment, but for all of the operations that that train might later interfere with.²⁴⁰

Mr. Lewis never suggested a preference requirement should prohibit railroads from operating trains longer than available sidings. To the contrary, he testified the preference requirement needed to accommodate situations in which the most efficient meet between Amtrak and a freight train was at a siding too short to hold the freight train.

Amtrak's testimony in 1973 was consistent with pre-Amtrak practice. When freight railroads operated their own passenger trains, passenger trains routinely would take sidings where freight trains were too long to fit, and more generally, as needed in the interest of network efficiency. As the ICC recognized in 1967:

Operating conditions may dictate that passenger trains be sidetracked for long freight trains which will not fit the length of sidetracks, or for trains which are fleet operated, as where two to four trains, often including a passenger train, are operated in tandem.²⁴¹

After Congress enacted the preference requirement, Amtrak continued to recognize the statute addresses resolution of individual dispatching conflicts and does not require freight railroads to structure their operations so a passenger train would never be slowed or stopped as a result of a dispatching conflict with a freight train. As Amtrak President Paul Reistrup told Congress in 1976, a practice of putting Amtrak into sidings to accomplish meets, particularly when the freight train will not fit, "is just prudent operation."²⁴²

²⁴⁰ *Financial Assistance to Amtrak: Hearings before the Subcomm. on Transp. & Aeronautics of the H. Comm. on Interstate & Foreign Commerce*, 93d Cong. 32 (1973) (testimony of R. Lewis).

²⁴¹ *Southern Pac. Co. Discontinuance*, 330 I.C.C. at 693.

²⁴² *Dep't of Transp. and Related Agencies Appropriations for Fiscal Year 1977: Hearings before a Subcomm. of the S. Comm. on Appropriations*, 94th Cong. 547 (1976) (testimony of P. Reistrup).

c) Section 24308's structure shows preference only involves individual dispatching decisions.

Amtrak's attempt to expand the meaning of preference confuses Amtrak's right to preference with Amtrak's rights under its operating agreements with host carriers. Congress addressed on-time performance in § 24308(a), not § 24308(c). In § 24308(a)(1), Congress said Amtrak should enter into agreements establishing the terms under which host carriers would provide services to Amtrak, and the "terms shall include a penalty for untimely performance."²⁴³ As discussed in Section III.B, Amtrak and Union Pacific have entered into such an agreement—the Operating Agreement. The Operating Agreement continues to govern Union Pacific's obligation to provide on-time service to Amtrak.

The Operating Agreement's terms show Amtrak understood on-time performance was governed by the agreement, not the preference requirement in § 24308(c). As discussed in Section III.B, in the Operating Agreement, Union Pacific agreed to "provide services" to Amtrak "in an economic and efficient manner" and to "make every reasonable effort" to (1) "deliver Amtrak Trains to all scheduled passenger stops on UP by the scheduled time therefor" and (2) "avoid excessive delays to Amtrak Trains."²⁴⁴ The Operating Agreement also establishes an on-time performance metric and requires Amtrak to pay incentives when Union Pacific provides at least 80% on-time performance.²⁴⁵ Amtrak never would have agreed to contract terms requiring Union Pacific to make a "*reasonable* effort" to deliver Amtrak trains on time and to avoid "*excessive* delays," or to pay Union Pacific incentives for on-time performance if Amtrak believed on-time service was required by § 24308(c).

²⁴³ 49 U.S.C. § 24308(a)(1).

²⁴⁴ Union Pacific Reply Exhibit A, Art. III, § 3.3.

²⁴⁵ *See id.*, App. V.

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The Operating Agreement also makes clear Amtrak's operations and schedules must reflect the realities of the host carrier's network and service. The agreement provides: "The routes, schedules and consists of Amtrak Trains shall be compatible with the existing physical capabilities of UP."²⁴⁶ Further, Amtrak may modify its operations only "[i]f such modification does not significantly interfere with UP freight service."²⁴⁷ If Amtrak wants to add trains, it may do so only if "the proposed operation can be conducted without significantly interfering with UP freight service."²⁴⁸ Union Pacific is contractually responsible to Amtrak if it fails to meet parties' agreed-upon performance standards, but no statute requires Union Pacific or other host carriers to accommodate Amtrak's passenger operations regardless of their impact on freight operations.²⁴⁹

Congress's enactment of PRIIA did not change host carriers' statutory or contractual obligations regarding on-time performance. In PRIIA, Congress required the FRA and Amtrak to jointly develop new metrics for evaluating the performance of intercity passenger trains, but Congress did not require host carriers to conform their performance to the new metrics. Rather, Congress recognized host carriers' obligations to provide on-time service were governed by their agreements with Amtrak and encouraged Amtrak and host carriers to incorporate the new on-time metrics into their agreements "[t]o the extent practicable."²⁵⁰ In addition, while PRIIA granted the Board authority to award damages if Amtrak fails to achieve Congress's on-time performance standard because of a host carrier's failure to provide preference, Congress recognized the Board

²⁴⁶ *Id.*, Art III, § 3.1.A.

²⁴⁷ *Id.*, Art. III, § 3.1.B.

²⁴⁸ *Id.*, Art. III, § 3.2.

²⁴⁹ *See, e.g., Amtrak and Tex. and Pac. Ry.*, 348 I.C.C. at 671 ("[W]e are not convinced that T&P could consistently meet the 80 percent on-time performance baseline with such abbreviated schedules without adversely affecting its freight operations.").

²⁵⁰ PRIIA § 207(c) (codified at 49 U.S.C. § 24101 note).

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does not have authority over other aspects of host carriers' operations. Even if the Board concludes failures to achieve the new standard is caused by other factors "that could reasonably be addressed" by a host carrier, the Board may only "make recommendations to improve the service, quality, and on-time performance of the train."²⁵¹

Amtrak's claim that § 24308(c) requires host carriers to operate their networks so Amtrak achieves on-time performance is also inconsistent with § 24308(d) and § 24308(e). In § 24308(d) and § 24308(e), Congress authorized the Board to require host carriers to make operational changes to accommodate Amtrak in only two circumstances: implementation of accelerated trains speeds and implementation of additional trains. And, in both cases, Congress added safeguards to protect host carriers from operational disruptions and ensure they are compensated for any changes they must make to accommodate Amtrak. Under § 24308(d), if Amtrak wants to operate at accelerated speeds and a host carrier refuses, Amtrak must apply to the Board, which must decide "whether accelerated speeds are unsafe or impracticable and which improvements would be required to make accelerated speeds safe and practical."²⁵² Under § 24308(e), if Amtrak wants to operate additional trains and a host refuses, Amtrak must apply to the Board, which must consider whether the changed operations "would impair unreasonable freight transportation of the rail carrier," and Amtrak must "pay the carrier for additional trains."²⁵³ When Congress intended to require railroads to change their operations to accommodate Amtrak, it said so expressly, ensured freight transportation would not be unreasonably impaired, and ensured host carriers would be compensated for the incremental costs of any operational changes.

²⁵¹ 49 U.S.C. § 24308(f)(1).

²⁵² *Id.* § 24308(d).

²⁵³ *Id.* § 24308(e).

Finally, Amtrak's claim that § 24308(c)'s preference requirement obligates railroads to structure and operate their networks so Amtrak is never delayed by freight traffic is inconsistent with Congress's national rail transportation policy and the Board's statutory authority. Congress's goals regarding Amtrak on-time performance²⁵⁴ do not trump the national policy to promote an "efficient rail transportation system" and to ensure "effective competition among rail carries and with other modes, to meet the needs of the public and the national defense."²⁵⁵ And the Board's authority over railroad investment and operational decisions is extremely narrow: the Board cannot tell railroads to build more or longer sidings, or operate fewer or shorter trains.²⁵⁶

In sum, Amtrak's preference under § 24308(c) requires dispatchers to give Amtrak's interests greater weight when resolving conflicts between Amtrak and freight trains, but it does not guarantee such conflicts will never arise, or that they will never delay Amtrak. If Amtrak receives preference in resolving individual dispatching decisions but is still delayed by freight trains because of a host carrier's network design or operating strategies, Amtrak must look to its agreement with the host carrier for recourse.

B. Amtrak does not identify any preference violations involving the *Sunset Limited*.

Union Pacific gives Amtrak preference as required by 49 U.S.C. § 24308(c). Amtrak does not identify any delays to the *Sunset Limited* resulting from preference violations—that is, any delays in which a dispatcher resolving a conflict between a freight train and the *Sunset Limited* in using a line, junction, or crossing failed to give Amtrak's interests greater weight. The

²⁵⁴ See *id.* § 24101(c)(4) (Amtrak shall "operate Amtrak trains, to the maximum extent feasible, to all station stops within 15 minutes of the time established in public timetables").

²⁵⁵ See *id.* §§ 10101(3), (4).

²⁵⁶ See, e.g., *id.* § 11103 (switch connections and tracks); *id.* § 11121 (car service); *id.* § 11123 (situations requiring immediate action to serve the public); *id.* § 24308(d) (Amtrak accelerated speeds); *id.* § 24308(e) (Amtrak additional trains).

overwhelming majority of interactions between the *Sunset Limited* and freight trains involved no meaningful delay to Amtrak. As a result, the *Sunset Limited* operated closer to their minimum possible transit times and with less variability than freight trains during the Complaint Period.

Amtrak's complaints about individual dispatching decisions involve situations in which a dispatcher chose the only prudent option under the circumstances—for example, no siding was available to accomplish a meet with less delay to Amtrak, a train crew was at risk of reaching its hours-of-service limits, a train experienced a mechanical issue, or track maintenance activities took longer than planned. Amtrak never specifies what the dispatcher should have done differently or shows the alternative would not have compromised the overall fluidity of the network for both freight and passenger transportation. Amtrak's complaints ultimately rely on an asserted right to absolute preference under which the existence of a delay is enough to establish a preference violation. However, as discussed in Section IV.A, Amtrak's preference is not absolute.

Union Pacific addresses Amtrak's claims about preference violations below. In Section IV.B.1, Union Pacific shows the *Sunset Limited* receives highly favorable treatment relative to freight trains. In Section IV.B.2, Union Pacific shows Amtrak's specific claims about preference violations involve circumstances in which dispatchers had no prudent alternative to slowing or stopping the *Sunset Limited*, and Amtrak never identifies alternatives that would not have compromised the overall fluidity of the network for both freight and passenger transportation. Finally, in Section IV.B.3, Union Pacific briefly addresses Amtrak's claims that it has not adopted policies, practices, and procedures that provide preference and shows those claims reflect Amtrak's attempt to redefine and expand the concept of preference.

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Amtrak's inability to identify a single preference violation means Amtrak has not shown the *Sunset Limited*'s failure to achieve Congress's on-time performance standard was attributable to failure to provide preference to Amtrak.

1. Union Pacific provides highly favorable dispatching treatment to the *Sunset Limited*.

Union Pacific dispatchers receive extensive training, including training regarding Amtrak's right to preference under § 24308(c).²⁵⁷ This training is reinforced throughout their careers. Union Pacific teaches dispatchers that Amtrak trains must be given preference pursuant to federal law, but that preference is not absolute—preference does not mean dispatchers should disregard impacts to other trains or the network as a whole to ensure Amtrak trains are never slowed or stopped en route.²⁵⁸ Dispatchers are taught that in resolving conflicts between trains, they should consider a range of variables, including each train's priority, schedule, crew hours of service, and impacts on other trains.²⁵⁹

Amtrak's own data show Union Pacific dispatchers work diligently to keep the *Sunset Limited* on time and mitigate the impact of delays. Specifically, Amtrak's data show that even during the challenging operating conditions that existed during the Complaint Period, *Sunset Limited* trains that were running late at one station on Union Pacific's portion of the Route frequently made up time by the next station—that is, dispatchers were able to arrange operations

²⁵⁷ See Batt RVS at 5–7, 17.

²⁵⁸ See *id.* at 17–18; see also UP's Sept. 2023 Resp. at 32; Union Pacific Reply Exhibit D at 3 { } Union Pacific Reply Exhibit E at 3 { }

²⁵⁹ See Batt RVS at 18; see also UP's Sept. 2023 Resp. at 31; Union Pacific Reply Exhibit F at 4 { } *id.* at 6 { }

so the *Sunset Limited* used less than the full amount of recovery and miscellaneous time provided in the schedules. In fact, Amtrak’s data show Union Pacific dispatchers were able to make up time between stations at some point along the route for every run of the *Sunset Limited* during the Complaint Period.²⁶⁰

Union Pacific dispatchers’ compliance with their training to give Amtrak preference is also reflected in the *Sunset Limited*’s overall performance relative to freight trains. Union Pacific developed an apples-to-apples comparison between the performance of *Sunset Limited* trains and the performance of Union Pacific’s high priority intermodal trains, commonly called “Z trains,” during the Complaint Period. Specifically, Union Pacific developed transit times for *Sunset Limited* trains and Z trains operating between Deming, New Mexico, and Palm Springs, California, during the Complaint Period.²⁶¹ Union Pacific then compared those transit times to the fastest theoretical transit times for each type of train.²⁶² Union Pacific’s analysis shows *Sunset Limited* Train 1 consistently outperformed westbound Z trains and *Sunset Limited* Train 2 consistently outperformed eastbound Z trains—that is, the *Sunset Limited* trains ran closer to their fastest theoretical transit times than the Z trains did, both in terms of absolute variability and percentage variability, as can be seen in the figures below.

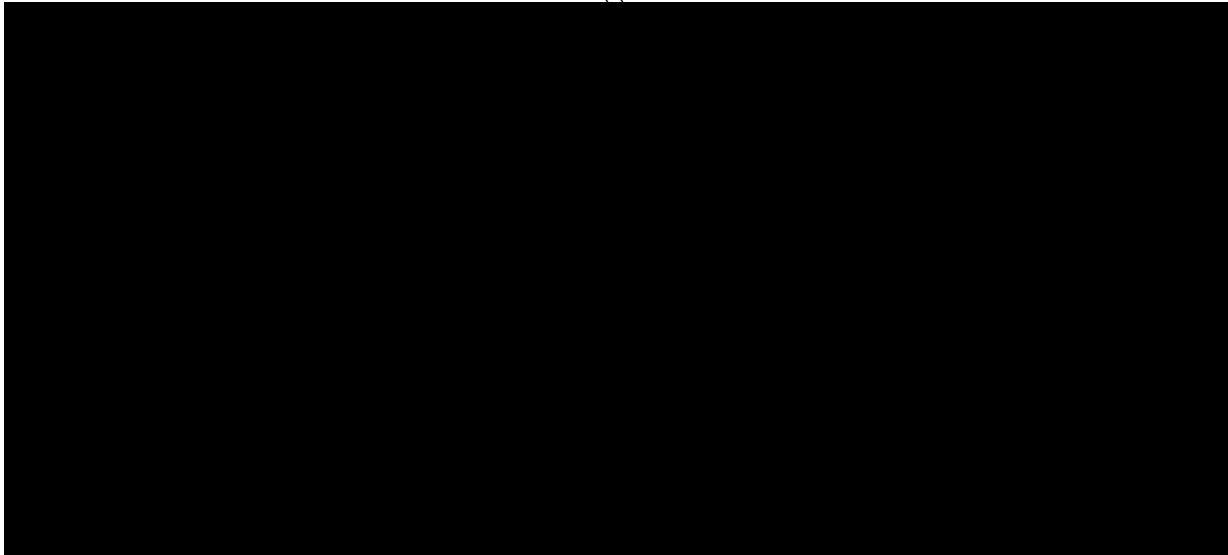
²⁶⁰ See Union Pacific Reply Workpaper “Amtrak Delay Data.xlsx,” Tab “Make up Time - 0002” (derived from Amtrak’s Sept. 2023 Resp. “Detailed COTP, Lateness and Arrival Data” (AMTRAK_STB_NATIVE_0002)).

²⁶¹ See Janke RVS at 18. As Mr. Janke explains, Deming and Palm Springs were common reporting locations for the *Sunset Limited* trains and Z trains.

²⁶² See *id.* at 18–19.

*Sunset Limited Train 1 versus Westbound Z Trains*²⁶³

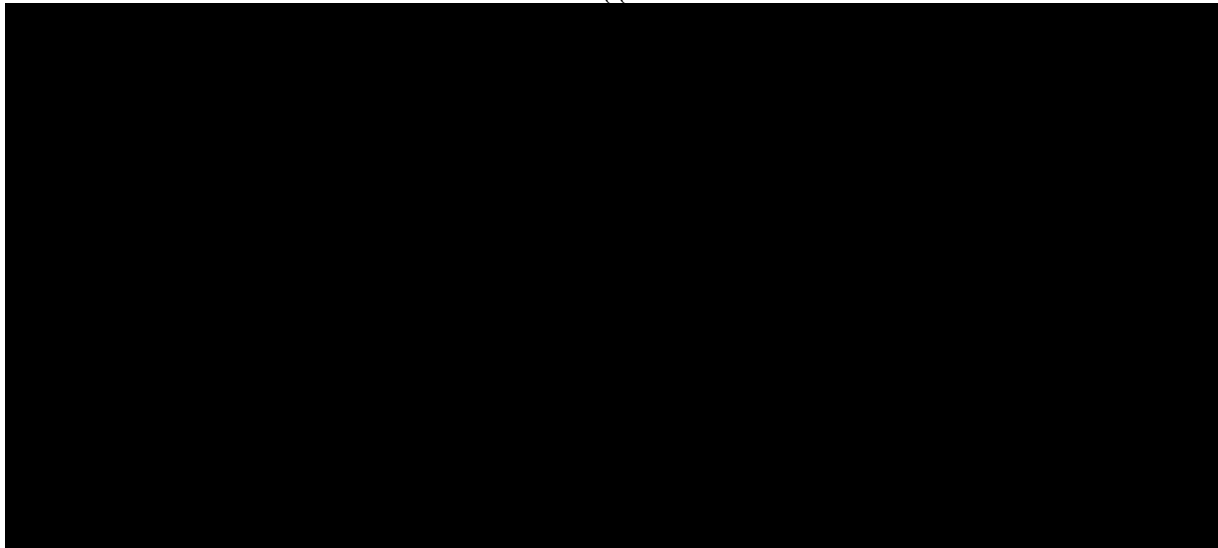
{{



}}

*Sunset Limited Train 2 versus Eastbound Z Trains*²⁶⁴

{{



}}

²⁶³ See *id.* at 19; see also Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Schedule Variability.”

²⁶⁴ See Janke RVS at 20; see also Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Schedule Variability.”

Amtrak relies on a flawed analysis when it claims {{[REDACTED]}}
{{[REDACTED]}}²⁶⁵ First, Union Pacific did not operate any trains designate as “priority manifest trains” during the Complaint Period. The trains Amtrak categorizes as “priority manifest trains” are actually foreign trains—primarily BNSF trains operating on track dispatched by Union Pacific.²⁶⁶ Second, Union Pacific was not able to replicate Amtrak’s calculations, but they appear to reflect apples-to-oranges comparisons between trains operating under different conditions—*i.e.*, premium intermodal trains operating primarily in double-main territory and *Sunset Limited* trains operating in a mix of double- and single-main territory. Third, Amtrak fails to account for the different methods used to schedule freight trains and Amtrak trains. As Amtrak recognizes, Union Pacific bases freight train schedules on actual run times of trains between specific pairs of stations along a route.²⁶⁷ By contrast, *Sunset Limited* schedules are based primarily on “pure running time,” which is the minimum time trains could operate under perfectly optimal conditions.²⁶⁸ Thus, for example, during the Complaint Period, Union Pacific’s regularly scheduled eastbound Z train that operates between City of Industry, California, and the Global 4 terminal in Chicago had a planned run time on its Palm Springs, California, to Deming, New Mexico, segment that was approximately {{[REDACTED]}} of *Sunset Limited* Train 2’s planned run time between Palm Springs and Deming—a difference much greater than the difference in the maximum speeds achievable by the two trains.²⁶⁹ The difference means one would expect freight trains to operate closer to their schedules than

²⁶⁵ Amtrak Op. at 34 (citing Peabody VS, Table 17).

²⁶⁶ See *supra* note 100.

²⁶⁷ See UP’s Sept. 2023 Resp. at 10.

²⁶⁸ See Amtrak’s Sept. 2023 Resp. at 53–56.

²⁶⁹ See Janke RVS at 20–21.

Sunset Limited trains when both types of trains incur delays, because freight schedules incorporate an expectation of real-world variability. Even the Board's regulations governing service reliability for manifest trains provide that on-time performance is measured with a 24-hour grace period,²⁷⁰ whereas Customer OTP uses a 15-minute window for Amtrak trains.

As Union Pacific's apples-to-apples analysis shows, despite all the service challenges during the Complaint Period, Union Pacific provided *Sunset Limited* trains better performance than even its high-priority Z trains.

2. Amtrak's complaints about delays to *Sunset Limited* trains from "individual dispatching decisions" show the *Sunset Limited*'s substandard performance was not attributable to preference violations.

Amtrak fails to show the *Sunset Limited*'s substandard performance during the Complaint Period was attributable to preference violations. Amtrak's complaints about Union Pacific's individual dispatching decisions almost all involve interactions between the *Sunset Limited* and freight trains in which dispatchers had no choice but to slow or stop the *Sunset Limited*. Most of Amtrak's complaints involve freight trains that could not fit into all sidings along their route. Amtrak also complains about delays it attributes to Union Pacific's crew management or scheduling of freight trains. Amtrak's complaints about such delays involve Union Pacific's network design and operating strategy, not Union Pacific dispatchers' resolution of dispatching conflicts, and thus do not involve Amtrak's preference under § 24308(c).

²⁷⁰ See *Reciprocal Switching for Inadequate Service*, EP 711 (Sub-No. 2) (STB served Apr. 30, 2024).

Amtrak also fails to consider that freight trains have a much greater ability to make up for past delays and offset potential future delays than Amtrak trains. When an Amtrak train arrives at a station ahead of schedule, it cannot take advantage of the early arrival and depart early. It must wait until its scheduled departure time. By contrast, freight trains, especially Union Pacific's Z trains, have many fewer scheduled stops, and when they do stop—for example, for crew changes, fueling, or work events—they can depart ahead of schedule if conditions permit.

When Amtrak does complain about individual dispatching decisions, it never shows Union Pacific's dispatchers failed to give Amtrak's interests greater weight. Amtrak never specifies what dispatchers should have done differently to reduce delays to the *Sunset Limited* and never shows such an alternative would not have compromised the overall fluidity of the network for both freight and passenger transportation. Amtrak thus fails to identify any preference violations involving the *Sunset Limited*.

Union Pacific addresses Amtrak's specific preference claims below. Amtrak says it identified only "illustrative" examples in its Opening Statement.²⁷¹ However, Amtrak's chosen examples illustrate the absence of evidence in the record supporting any of its preference claims.

a) Amtrak's complaints about delays to *Sunset Limited* trains allegedly caused by Union Pacific's operation of longer freight trains do not show preference violations.

Amtrak's complaints about delays allegedly caused by Union Pacific's operation of longer freight trains do not show preference violations. As discussed above, the accepted practice of running trains longer than sidings was one reason why Amtrak President Roger Lewis told Congress that absolute preference "just is not a real-world approach."²⁷² When resolving conflicts between trains, dispatchers must account for the fact that all trains will not fit into all sidings, and all sidings may not be available to resolve a particular conflict.

When Amtrak claims preference violations associated with longer trains, Amtrak never specifies how Union Pacific's dispatchers could have done anything differently to avoid delays to the *Sunset Limited*. Amtrak used Union Pacific's root cause analyses to identify occasions when dispatchers stopped the *Sunset Limited* on a siding to meet a longer train, stopped the *Sunset*

²⁷¹ Amtrak Op. at 75.

²⁷² *Financial Assistance to Amtrak: Hearings before the Subcomm. On Transp. & Aeronautics of the H. Comm. on Interstate and Foreign Commerce*, 93d Cong. 32 (1973) (testimony of R. Lewis).

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Limited on a main line to meet a longer train, slowed the *Sunset Limited* because it was following a longer train to an available siding, and stopped the *Sunset Limited* on a main line because the crew of a longer train reached its maximum hours of service.²⁷³ However, Amtrak never contends Union Pacific's dispatchers acted to disfavor Amtrak or did anything other than make the best choice available to address a dispatching conflict between a longer train and the *Sunset Limited*. To the contrary, Amtrak says Union Pacific's decision to operate longer trains meant "dispatchers were forced to side track Amtrak,"²⁷⁴ that Amtrak was "forced . . . to stop on the main line,"²⁷⁵ and that Amtrak passengers were "forced . . . to follow behind slow-moving freight trains."²⁷⁶ Similarly, Amtrak says it would not have suffered delays relating to expiring freight crews if Union Pacific "conform[ed] the length of trains to available infrastructure."²⁷⁷ Amtrak thus fails to show that any of its specific claims relating to longer trains involve preference violations.²⁷⁸

²⁷³ See Amtrak Op. at 77–80.

²⁷⁴ *Id.* at 78.

²⁷⁵ *Id.*

²⁷⁶ *Id.* at 79.

²⁷⁷ *Id.* at 80.

²⁷⁸ Although Union Pacific is not addressing Amtrak's specific claims of preference violations regarding longer trains, Union Pacific notes that Amtrak misrepresents certain information in Union Pacific's root cause analyses. For example, Amtrak says { [REDACTED] } but Union Pacific has only two sidings—Pinto and Amanda—between Spofford and Johnstone. See Amtrak Op. at 79 (discussing UP Train 1 Supp. RCA 70–71). { [REDACTED] }

Similarly, Amtrak says { [REDACTED] } See Amtrak Op. at 79 (discussing UP Train 1 RCA at 436).

b) Amtrak's complaints about delays to *Sunset Limited* trains involving freight train schedules and assorted meets and follows do not show preference violations.

Amtrak's complaints about delays allegedly caused by Union Pacific's train scheduling do not show preference violations. Contrary to Amtrak's claim,²⁷⁹ no federal law requires Union Pacific to plan its freight schedules around Amtrak. Union Pacific tries to avoid creating schedules that bring freight trains into conflict with Amtrak trains because conflicts affect its customer service and its commitments under the Operating Agreement. However, scheduling cannot prevent all conflicts from arising on a busy route. On the *Sunset Limited* Route, westbound *Sunset Limited* trains will inevitably meet eastbound freight trains, and eastbound *Sunset Limited* trains will inevitably meet westbound freight trains. Moreover, even when the network is running well, day-to-day variability makes it impossible to assure those meets will always take place at the same time and location. The day-to-day variability also makes it impossible to ensure the *Sunset Limited* will never catch up to a freight train launched ahead of it, or will only catch up at a location where it can immediately overtake the freight train. When resolving conflicts between trains, dispatchers must respond to the circumstances as they exist, regardless of whether trains are on schedule or off schedule.

Despite Amtrak's complaints about Union Pacific's freight train scheduling, Amtrak also fails to identify any delay to a *Sunset Limited* train that resulted from a freight train scheduling issue. Amtrak complains in particular about the *Sunset Limited* catching up to slower freight trains, but it does not identify any freight schedule that creates such conflicts when trains are on schedule. Amtrak's complaints typically involve circumstances in which freight trains or the *Sunset Limited* or both were operating off-schedule. Union Pacific may have been responsible for the off-schedule

²⁷⁹ Amtrak Op. at 81.

operation, but off-schedule operations are not a preference violation. Moreover, as noted below in addressing delays specifically identified by Amtrak, Amtrak bears responsibility for a portion of the delays to *Sunset Limited* trains.

(1) Complaints about delays to *Sunset Limited* trains allegedly caused by failures to give preference by using available sidings to overtake freight trains

Amtrak specifically identifies two occasions on which it claims Union Pacific committed a preference violation because dispatchers failed to make use of sidings that would have permitted an overtake. In both cases, Amtrak has its facts wrong: Union Pacific's dispatchers arranged for the *Sunset Limited* to overtake freight trains at the first available opportunity.

- **AMT1-03, 4/6/22, 43-minute delay, Valentine Subdivision²⁸⁰**

Amtrak claims Union Pacific committed a preference violation when AMT1-03 followed IDISI-04 between Finlay and Campbell. Union Pacific's root cause analysis shows no sidings were available between Finlay and Campbell. {

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]}

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. {

[REDACTED]}

²⁸⁰ Amtrak Op. at 81 (discussing UP Train 1 RCA at 156).

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{ [REDACTED] }

[REDACTED] } Also, Amtrak was responsible for 161 minutes of total delay to AMT1-03.

- **AMT1-11, 10/13/22, 142-minute delay, Glidden Subdivision**²⁸¹

Amtrak claims Union Pacific committed a preference violation when AMT1-11 did not overtake MEWTU-12 before Flatonia, particularly at Weimar. Union Pacific's root cause analysis shows { [REDACTED] }

[REDACTED]

[REDACTED] }²⁸²

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. { [REDACTED] }

[REDACTED] }

{ [REDACTED] }

and AMT1-11 was operating approximately six hours behind schedule. Also, Amtrak was responsible for 170 minutes of total delay to AMT1-11.

(2) **Complaints about delays to *Sunset Limited* trains allegedly caused by failures to give preference in overtaking slower freight trains**

Amtrak identifies two occasions on which it claims Union Pacific committed a preference violation because dispatchers failed to make "operational adjustments to favor Amtrak

²⁸¹ *Id.* at 81–82 (discussing UP Train 1 Supp. RCA at 96).

²⁸² Union Pacific's root cause analysis included a stringline graph in which { [REDACTED] }

[REDACTED]

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operations.”²⁸³ Amtrak does not specify what the dispatcher could have done differently in either case without compromising the overall fluidity of the network for both freight and passenger transportation or even how the dispatcher’s actions favored Union Pacific.

- **AMT2-13, 3/13/22, 15-minute delay, Yuma Subdivision**²⁸⁴

Amtrak claims Union Pacific committed a preference violation when AMT2-13 twice caught up to AMLNGR-12 near Yuma. Union Pacific’s root cause analysis shows

{
[REDACTED]
[REDACTED]
[REDACTED]}

Amtrak does not specify how Union Pacific’s dispatcher should have handled the situation differently. Union Pacific dispatching records show {

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]}²⁸⁶

{
[REDACTED]}

Also, Amtrak was responsible for 341 minutes of total delay to AMT2-13.

²⁸³ Amtrak Op. at 82.

²⁸⁴ See *id.* (discussing UP Train 2 RCA at 10).

²⁸⁵ See Union Pacific Reply Workpaper “Batt Additional Root Cause Support_HC.zip.”

²⁸⁶ {
[REDACTED]
[REDACTED]}

- **AMT2-09, 9/9/22, 60-minute delay, Yuma Subdivision**²⁸⁷

Amtrak claims Union Pacific committed a preference violation when AMT2-09 followed ILBG3-08 between Beaumont and Thermal over a segment of double-track main line. Union Pacific's root cause analysis shows { [REDACTED]

[REDACTED]

[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Dispatchers are instructed not to allow a faster train to overtake a slower train using double-main track unless there is no oncoming opposing traffic. Stopping opposing traffic for an overtake would severely compromise the capacity benefits provided by adding double-main track and potentially lead to a cascading traffic back-up, compromising the overall fluidity of the network for both freight and passenger transportation.²⁸⁸ { [REDACTED]

[REDACTED] }

{ [REDACTED] }

and Amtrak was operating nearly two hours behind schedule. Also, Amtrak was responsible for 204 minutes of total delay to AMT2-09.

(3) Complaints about delays to the *Sunset Limited* allegedly caused by failures to give preference during meets

Amtrak identifies six occasions in which it claims Union Pacific committed a preference violation because freight trains were occupying track during "the scheduled approach of *Sunset*

²⁸⁷ See Amtrak Op. at 82 (discussing UP Train 2 RCA at 369).

²⁸⁸ See Batt RVS at 23–24.

Limited Trains.”²⁸⁹ In many cases, Amtrak was not on schedule. In other cases, the freight trains were not on schedule. In none of the case does Amtrak specify what the dispatcher could have done differently without compromising the overall fluidity of the network for both freight and passenger transportation.

- **AMT1-12, 7/15/22, 42-minute delay, Alhambra Subdivision**²⁹⁰

Amtrak claims Union Pacific committed a preference violation when AMT1-12 was held at Hamilton because ZCIG4-15 was occupying a main line near City of Industry. Union Pacific’s root cause analysis shows the two trains would not have interacted if AMT1-12 had been on time. Union Pacific records show {

[REDACTED]

Amtrak does not specify how Union Pacific’s dispatcher should have handled the situation differently. {

[REDACTED]}

Notably, Amtrak was operating nearly two hours behind schedule. Also, Amtrak was responsible for 72 minutes of total delay to AMT1-12.

²⁸⁹ Amtrak Op. at 82.

²⁹⁰ See *id.* at 82 n.211 (citing UP Train 1 RCA at 399).

²⁹¹ See Union Pacific Reply Workpaper “Batt Additional Root Cause Support_HC.zip.”

- **AMT1-12, 7/15/22, 62-minute delay, Alhambra Subdivision**²⁹²

Amtrak claims Union Pacific committed a preference violation when AMT1-12 was held at New Siding because ILCG1-14 was occupying yard tracks at Aurant. Union Pacific's root cause analysis shows the two trains would not have interacted had AMT1-12 been on time. Union Pacific records show { [REDACTED]

[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. { [REDACTED]
[REDACTED] }

Notably, Amtrak was operating nearly two hours behind schedule. Also, Amtrak was responsible for 72 minutes of total delay to AMT1-12.

- **AMT2-07, 8/7/22, 22-minute delay, Alhambra Subdivision**²⁹⁴

Amtrak claims Union Pacific committed a preference violation when AMT2-07 was held at the end of a double-track segment at Alhambra to meet ISELC-05, which Amtrak says entered single-track territory shortly before AMT2-07's scheduled arrival. Union Pacific dispatching records and its root cause analysis show scheduling was not a

²⁹² See Amtrak Op. at 82 n.211 (citing UP Train 1 RCA at 400).

²⁹³ See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

²⁹⁴ See Amtrak Op. at 82 (discussing UP Train 2 RCA at 278).

factor. { [REDACTED]
[REDACTED]
[REDACTED] }²⁹⁵

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Notably, Amtrak was responsible for 596 minutes of total delay to AMT2-07.

- **AMT1-12, 7/13/22, 102-minute delay, Glidden Subdivision**²⁹⁶

Amtrak claims Union Pacific committed a preference violation when AMT1-12 was placed in a siding at Glidden for meets with three eastbound trains, MLDLI-12, MKBHO-13, and RMEMY-13, which were approaching during AMT1-12's scheduled arrival into the area. Union Pacific's root cause analysis shows scheduling was not a factor.

{ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. { [REDACTED]
[REDACTED]
[REDACTED]

²⁹⁵ See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip." Union Pacific's root cause analysis supporting materials included ISELC-05's train sheet, which also noted the trespasser incident.

²⁹⁶ See Amtrak Op. at 83 (discussing UP Train 1 RCA at 380).

[REDACTED] } Further, Union Pacific’s root cause analysis shows Union Pacific’s dispatcher

{ [REDACTED]

[REDACTED]

[REDACTED] } Notably, Amtrak was responsible for 72 minutes of total delay to AMT1-12.

- **AMT2-10, 4/11/22, 45-minute delay, Alhambra**²⁹⁷

Amtrak claims Union Pacific committed a preference violation when AMT2-10 was held at South Fontana, before the beginning of a double-main segment, until it met MEWWC-06 and OTNLB-09 near West Colton Yard, during AMT2-10’s scheduled arrival in the area. Union Pacific’s root cause analysis shows scheduling was not a factor.

{ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] }²⁹⁸ Notably, Amtrak was responsible for 63 minutes of total delay to AMT2-10.

Amtrak does not specify how Union Pacific’s dispatcher should have handled the situation differently and in a way that would not have compromised the overall fluidity of the network for both freight and passenger transportation. { [REDACTED]

[REDACTED] }

²⁹⁷ See *id.* (discussing UP Train 2 RCA at 60).

²⁹⁸ See Union Pacific Reply Workpaper “Batt Additional Root Cause Support_HC.zip.”

- **AMT2-06, 11/7/22, 90-minute delay, Yuma Subdivision**²⁹⁹

Amtrak claims Union Pacific committed a preference violation when AMT2-06 was held near Hinda to meet a premium intermodal train and a manifest train short on hours of service. Union Pacific's root cause analysis shows the delay resulted from two factors:

{ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] }

and AMT2-06 was operating approximately 27 minutes behind schedule.

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently and in a way that would not have compromised the overall fluidity of the network for both freight and passenger transportation. { [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] }

Further, Union Pacific's root cause analysis shows Union Pacific's dispatcher had also

{ [REDACTED]
[REDACTED]
[REDACTED] }

²⁹⁹ See Amtrak Op. at 83 (discussing UP Select Delays RCA at 42).

(4) Complaints about delays to *Sunset Limited* trains allegedly caused by failures to hold freight trains at a yard or before the beginning of single-track territory

Amtrak identifies two occasions on which it claims Union Pacific committed a preference violation because it failed to hold freight trains in yards or before the beginning of single-track territory to allow Amtrak to advance.³⁰⁰ However, Amtrak cites the same delays discussed above involving AMT1-12 on the Alhambra Subdivision when AMT1-12 was operating behind schedule.³⁰¹

(5) Complaints about delays to *Sunset Limited* trains shortly after they enter Union Pacific territory

Amtrak complains about *Sunset Limited* Train 2 encountering recurring freight train interference when it enters Union Pacific territory in the Los Angeles Basin.³⁰² However, Amtrak's own data show Amtrak and third parties are as often to blame as Union Pacific when Train 2 arrives late at its first stop in Pomona, California. The Los Angeles Basin is one of the busiest, most congested portions of Union Pacific's network. Before Train 2 reaches Pomona, Union Pacific dispatchers must navigate it past Union Pacific's LATC Intermodal Terminal, Aurant Yard, and City of Industry Intermodal Terminal. Despite those challenges, even during Complaint Period, Train 2 arrived on time at Pomona 62.5% of the time (95 of 152 trains). Of the 57 late-arriving trains, 27 incurred more than fifteen minutes of Amtrak and third-party delay, 27 incurred

³⁰⁰ See *id.* at 83.

³⁰¹ See *id.* at 83 n.216 (citing UP Train 1 RCA at 399; UP Train 1 RCA at 400).

³⁰² See *id.* at 83.

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more than fifteen minutes of host delay. Further, when Amtrak attributed freight train interference to Union Pacific, the median delay was just 11.5 minutes.³⁰³

Amtrak specifically identifies six occasions on which it claims Union Pacific committed a preference violation because *Sunset Limited* Train 2 experienced a delay shortly after its departure from Los Angeles. Two of the six occasions were discussed above—one involving a trespasser incident and the other involving congestion at West Colton Yard.³⁰⁴ Of the remaining four complaints, one involved extremely congested conditions that left the dispatcher no option other than to hold Amtrak, one involved a train crew that reached its hours-of-service limit, and two involved Amtrak’s unreasonable demand that Union Pacific devote its double-main tracks to Amtrak’s use in overtaking freight trains even when traffic is coming from the opposite direction.

- **AMT2-03, 8/3/22, 61-minute delay, Alhambra Subdivision**³⁰⁵

Amtrak claims Union Pacific committed a preference violation when AMT2-03 was held near El Monte to meet IG1LC-30. Union Pacific’s root cause analysis shows the Alhambra Subdivision was extremely congested when AMT2-03 arrived at El Monte.

{ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] }

³⁰³ See Union Pacific Reply Workpaper “Amtrak Delay Data.xlsx,” Tab “AMT2 OTP Pomona – 0002” (derived from Amtrak’s Sept. 2023 Resp. “Detailed COTP, Lateness and Arrival Data” (AMTRAK_STB_NATIVE_0002)).

³⁰⁴ See Amtrak Op. at 84 n.219 (citing UP Train 2 RCA at 279; UP Train 2 RCA at 60).

³⁰⁵ See *id.* at 84 (discussing UP Train 2 RCA at 256).

{ [REDACTED] } Also,
Amtrak was responsible for 83 minutes of total delay to AMT2-03.

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently and in a way that would not have compromised the overall fluidity of the network for both freight and passenger transportation.

- **AMT2-19, 6/19/22, 39-minute delay, Yuma Subdivision**³⁰⁶

Amtrak claims Union Pacific committed a preference violation when AMT2-19 followed ICIG1-19 near Beaumont. Union Pacific's root cause analysis shows { [REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. As discussed above, dispatchers are instructed not to allow a faster train to overtake a slower train using double-track main line unless there is no oncoming opposing traffic. In addition, { [REDACTED]
[REDACTED] }

Notably, Amtrak was responsible for 195 minutes of total delay to AMT2-19.

- **AMT2-13, 3/13/22, 20-minute delay, Yuma Subdivision**³⁰⁷

Amtrak claims Union Pacific committed a preference violation when AMT2-13 followed ILBG4-13 between Wister Crossovers and Mesquite. Union Pacific's root cause analysis shows { [REDACTED]
[REDACTED]
[REDACTED] } Union Pacific records

³⁰⁶ See *id.* at 84 n.219 (citing UP Train 2 RCA at 206).

³⁰⁷ See *id.* at 84 n.219 (citing UP Train 2 RCA at 5).

show { [REDACTED]
[REDACTED] }³⁰⁸

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Union Pacific's root cause analysis shows the dispatcher had arranged for { [REDACTED]

[REDACTED]
[REDACTED] } As discussed above, dispatchers are instructed not to allow a faster train to overtake a slower train using double-track main line unless there is no oncoming opposing traffic. In addition, { [REDACTED]
[REDACTED] }
{ [REDACTED] }

Also, Amtrak was responsible for 341 total minutes of delay to AMT2-13.

- **AMT2-06, 5/7/22, 125-minute delay, Alhambra Subdivision**³⁰⁹

Amtrak claims Union Pacific committed a preference violation when AMT2-06 was delayed between its Pomona and Ontario station stops. Union Pacific's root cause analysis shows the delay occurred because { [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] } One passenger detrained at Pomona; three detrained at Ontario.

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently.

³⁰⁸ See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

³⁰⁹ See Amtrak Op. at 84 n.219 (citing UP Train 2 RCA at 112).

{ [REDACTED] } Also,

Amtrak was responsible for 112 total minutes of delay to AMT2-06.

c) Amtrak's complaints about delays to *Sunset Limited* trains allegedly caused by Union Pacific's crew management practices do not show preference violations.

Amtrak's complaints about delays allegedly caused by Union Pacific's crew management practices do not show preference violations. Union Pacific works hard to avoid having train crews expire when trains are on a main line because such events can cause significant disruption.³¹⁰ If dispatchers identify a potential problem, they alert supervisors and develop a plan to address the situation.³¹¹ Dispatchers are instructed to give priority treatment to trains with crews running short on hours of service to get them to a crew change or tie-down point that creates the least risk of disruption to the network.³¹² If trains cannot reach a crew change point or available siding before crews expire, the dispatcher will stop them as close to the crew change point as possible to limit the length of the disruption.³¹³ If a freight train ahead of an Amtrak train is tied down on a single-main segment, dispatchers have no choice but to stop Amtrak.

Amtrak identifies three occasions on which it claims Union Pacific committed a preference violation relating to expiring train crews.³¹⁴ Amtrak fails to specify what the dispatcher could have done differently without compromising the overall fluidity of the network for both freight and passenger transportation.

³¹⁰ See Batt RVS at 21.

³¹¹ See *id.*

³¹² See *id.*

³¹³ See *id.* at 22.

³¹⁴ See Amtrak Op. at 85–86.

- **AMT2-23, 9/24/22, 124-minute delay, Yuma Subdivision**³¹⁵

Amtrak claims Union Pacific committed a preference violation when the crew of MWCEP-23 reached their hours-of-service limit and stopped on the single-main track just west of the crew change point at Yuma. Union Pacific's root cause analysis shows {

[REDACTED] } Union Pacific

dispatching records show {

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Union Pacific's dispatcher was trying to get MWCEP-23 to Yuma, or as close as possible to the crew change point. Amtrak fails to evaluate the consequence of stopping MWCEP-23 further from Yuma, which also would have caused congestion, including because recrewing the train would have taken even longer. AMT2-23 would have been delayed by that congestion.

{ [REDACTED] } Also,

Amtrak was responsible for 117 total minutes of delay to AMT2-23.

³¹⁵ See *id.* at 85 (discussing UP Select Delays RCA at 37).

³¹⁶ See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

- **AMT1-20, 9/23/22, 63-minute delay, Yuma Subdivision**³¹⁷

Amtrak claims Union Pacific committed a preference violation when the crew of ILBNS-21 reached their hours-of-service limit and stopped on the single-main track just west of the crew change point at Yuma. Union Pacific dispatching records show { [REDACTED] }³¹⁸ Union Pacific's root cause analysis shows { [REDACTED] } [REDACTED] [REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Amtrak appears to fault the dispatcher for not stopping ILBNS-21 further from Yuma, but Amtrak fails to consider whether such a decision would have compromised the overall fluidity of the network for both freight and passenger transportation.

{ [REDACTED] } and Amtrak was operating almost three hours behind schedule. Also, Amtrak was responsible for 173 total minutes of delay to AMT1-20.

- **AMT1-05, 4/6/22, 105-minute delay, Lafayette Subdivision**³¹⁹

Amtrak claims Union Pacific committed a preference violation when AMT1-05 was held at Brimstone for a meet with MBTLK-06 to allow MBTLK-06 to reach its destination before the crew's hours of service expired, after MBTLK-06 was delayed in

³¹⁷ See Amtrak Op. at 85 (discussing UP Train 1 RCA at 25).

³¹⁸ See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

³¹⁹ See Amtrak Op. at 86 (discussing UP Select Delays RCA at 12).

departing from Beaumont. Union Pacific's root cause analysis shows { [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. Amtrak does not consider the consequences of stopping MBTLK-06 on one of the few available sidings on the Lafayette Subdivision, which would have left the siding unavailable for other meets until the train could be recrewed, and whether such a decision would have compromised the overall fluidity of the network for both freight and passenger transportation.

d) Amtrak's complaints about delays to *Sunset Limited* trains allegedly caused by Union Pacific's management of traffic on its lines do not show preference violations.

Finally, Amtrak's complaints that Amtrak categorizes as involving "managing traffic" also do not show preference violations.

(1) Complaints about delays to *Sunset Limited* trains allegedly caused by operating on slower tracks

Amtrak identifies three occasions on which Union Pacific routed Amtrak's train on the slower of two tracks between the Vail Crossovers and Mescal. Union Pacific's root cause analyses show the dispatcher prudently routed the *Sunset Limited* on the slower track on each occasion.

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- **AMT1-08, 3/11/22, 18-minute delay, Lordsburg Subdivision**³²⁰

Amtrak claims Union Pacific committed a preference violation when AMT1-08 was routed westbound over the slower track between the Vail Crossovers and Mescal. Union Pacific's root cause analysis shows { [REDACTED] [REDACTED] [REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently, but it implies the dispatcher should have { [REDACTED] [REDACTED] } Amtrak does not consider the total delay involved and other consequences of { [REDACTED] [REDACTED] } would not have compromised the overall fluidity of the network for both freight and passenger transportation. Amtrak merely asserts an absolute right to the faster track that is not provided by § 24308(c).³²¹

{ [REDACTED] [REDACTED] [REDACTED] } Also, Amtrak was responsible for 63 total minutes of delay to AMT1-08.

³²⁰ See Amtrak Op. at 86–87 (discussing UP Train 1 RCA at 77). Union Pacific's root cause analysis incorrectly reported the date of the delay as February 11 rather than March 11. Amtrak's Opening Statement incorrectly identified the date of the delay as March 8.

³²¹ Cf. *Southern Pac. Co. Discontinuance*, 330 I.C.C. at 693 (“Operating conditions may dictate that passenger trains be sidetracked . . . for trains which are fleet operated . . .”).

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- **AMT2-10, 8/11/22, 33-minute delay, Lordsburg Subdivision**³²²

Amtrak claims Union Pacific committed a preference violation when AMT2-10 was routed eastbound over the slower track between the Vail Crossovers and Mescal. Union Pacific's root cause analysis shows { [REDACTED] }
{ [REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. The dispatcher could not { [REDACTED] }
{ [REDACTED] }
{ [REDACTED] } and AMT2-10 was operating more than two hours behind schedule. Also, Amtrak was responsible for 70 total minutes of delay to AMT2-10.

- **AMT1-08, 2/11/22, 16-minute delay, Lordsburg Subdivision**³²³

Amtrak claims Union Pacific committed a preference violation when AMT1-08 was routed westbound over the slower track between the Vail Crossovers and Mescal. Union Pacific's root cause analysis shows { [REDACTED] }
{ [REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. The dispatcher could not { [REDACTED] }
{ [REDACTED] }

³²² See Amtrak Op. at 87 (discussing UP Train 2 RCA at 312).

³²³ See *id.* (discussing UP Train 1 RCA at 53).

{ [REDACTED] } and AMT1-08 was operating more than five hours behind schedule. Also, Amtrak was responsible for 37 total minutes of delay to AMT1-08.

(2) Complaints about delays to *Sunset Limited* trains allegedly caused by failing to clear maintenance teams.

Amtrak identifies one occasion on which a maintenance-of-way crew overstayed its scheduled track window. Union Pacific allows maintenance-of-way crews to overstay their scheduled windows when scheduled track work has not been completed and it would be less disruptive to finish the work than to clean up the area and return another time, leaving maintenance uncompleted and causing additional traffic disruption.³²⁴ That is exactly what happened on the occasion identified by Amtrak.

- **AMT2-19, 1/20/22, 96-minute delay, Sanderson Subdivision³²⁵**

Amtrak claims Union Pacific committed a preference violation when AMT2-19 was stopped near Strobel because of an overstay of a maintenance-of-way crew. Union Pacific's root cause analysis shows { [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently or show that disrupting the maintenance-of-way work would not have compromised the overall fluidity of the network for both freight and passenger transportation.

³²⁴ See Batt RVS at 28.

³²⁵ See Amtrak Op. at 87 (discussing UP Select Delays RCA at 28).

(3) Complaints about delays to *Sunset Limited* trains allegedly caused by blocking station tracks

Amtrak identifies one occasion on which the *Sunset Limited* was blocked from a station platform by a freight train. Union Pacific has a policy not to block station platforms when Amtrak needs them for passenger operations.³²⁶ However, Amtrak's platforms are almost all on main line track, and others can only be reached by moving over main line or yard tracks used by freight trains, so situations will arise when the platforms are blocked because of unanticipated events.³²⁷ That is exactly what happened on the occasion identified by Amtrak.

- **AMT2-20, 9/22/22, 99-minute delay, Lordsburg Subdivision³²⁸**

Amtrak claims Union Pacific committed a preference violation when AMT1-20 was blocked from entering the El Paso station by MEPWCX-21. Union Pacific's root cause analysis shows { [REDACTED]

[REDACTED]
[REDACTED] }

Amtrak does not specify how Union Pacific's dispatcher should have handled the situation differently. { [REDACTED]

[REDACTED] }

(4) Complaints about delays to *Sunset Limited* trains allegedly caused by prioritizing premium intermodal trains.

Amtrak identifies six occasions on which it says Union Pacific "admits" prioritizing movement of premium intermodal trains over *Sunset Limited* trains. However, Amtrak merely

³²⁶ See Batt RVS at 27.

³²⁷ See *id.*

³²⁸ See Amtrak Op. at 87 (discussing UP Train 1 RCA at 16).

repackages complaints already addressed above at least once, and two of the six do not even involve premium intermodal trains: three involve the Vail Crossovers-to-Mescal segment;³²⁹ two involve AMT1-12's off-schedule meets on the Alhambra Subdivision with ZCIG4-15 and ILCG1-14 (which is not a premium intermodal train)³³⁰ and one involves AMT2-03's meet with IG1LC-30 (which is not a premium intermodal train).³³¹

3. Union Pacific's policies, practices, and procedures are consistent with Amtrak's right to preference under 49 U.S.C. § 24308(c).

Amtrak's complaints regarding Union Pacific's policies, practices, and procedures are based on Amtrak's legal claim that rail carriers are required to provide preference not only when making individual dispatching decisions, but also in their "systemic practices and procedures."³³² As discussed in Section IV.A, § 24308(c)'s preference requirement applies only to dispatchers' resolutions of individual dispatching conflicts. Amtrak's broader concerns with on-time performance are addressed through the Operating Agreement. In any event, Union Pacific's policies, practices, and procedures are entirely consistent with Amtrak's right to preference under § 24308(c).

a) Union Pacific correctly instructs and supervises dispatchers regarding Amtrak's preference.

Amtrak's complaints about Union Pacific's dispatcher training and supervision do not involve the dispatcher training and supervision process; instead, they involve the substance. As Erin Batt discusses in her reply verified statement, Union Pacific trains and monitors dispatchers

³²⁹ See *id.* at 88 n.233 (citing UP Train 1 RCA at 77; UP Train 2 RCA at 313; and UP Train 1 Delay RCA at 53).

³³⁰ See *id.* at 88 n.234 (citing UP Train 1 RCA at 399 and UP Train 1 RCA at 400).

³³¹ See *id.* (citing UP Train 2 RCA at 256).

³³² *Id.* at 88.

to ensure they provide preference to Amtrak.³³³ Amtrak’s complaint is that Union Pacific correctly teaches dispatchers that Amtrak’s preference is not absolute.³³⁴

Amtrak also complains that Union Pacific’s dispatching policies are “mostly silent on how to effectuate obligations to Amtrak,”³³⁵ but Union Pacific has a variety of policies affecting dispatching, and most do not involve preference.³³⁶ Again, Amtrak’s real complaint is not that Union Pacific does not teach dispatchers how to weigh Amtrak’s interests when resolving conflicts; Amtrak’s complaint is that Union Pacific correctly teaches dispatchers that Amtrak’s preference is not absolute.

Amtrak is also incorrect in claiming Union Pacific fails to adequately address preference when evaluating dispatchers.³³⁷ As Ms. Batt explains, Union Pacific reviews dispatchers’ compliance with preference obligations by conducting periodic monitoring sessions and providing feedback.³³⁸ { [REDACTED]

[REDACTED]

³³³ See Batt RVS at 17–19.

³³⁴ See Amtrak Op. at 89–90. Amtrak also appears to be incorrect when it suggests BNSF teaches its dispatchers that Amtrak’s preference is absolute. As Amtrak itself recognizes, BNSF instructs dispatchers they can delay Amtrak trains as long as they obtain supervisory approval. See *id.* at 89–90 (citing BNSF’s Response to the Board’s Interrogatories and Document Requirements; Appendix A – Part IV at 26–27 (Sept. 25, 2023)).

³³⁵ *Id.* at 90.

³³⁶ Amtrak observes that one of Union Pacific’s policies requires dispatchers to inform their Corridor Manager if a decision is made to delay an Amtrak train, and it falsely suggests providing such information orally raises questions that “implicate compliance with federal law.” *Id.* at 90 n.240. No federal law requires dispatchers to inform Corridor Managers if a decision is made to delay an Amtrak train, much less to document such decisions.

³³⁷ See Amtrak Op. at 91.

³³⁸ See Batt RVS at 19.

[REDACTED]

[REDACTED] } }³³⁹

Amtrak's inability to specify a single occasion on which a dispatcher should have handled a conflict differently and in a way that would not have compromised the overall fluidity of the network for both freight and passenger transportation demonstrates Union Pacific appropriately trains and supervises dispatchers.

b) Amtrak's preference does not require Union Pacific's computer-aided dispatching system to account for preference.

Amtrak confuses Union Pacific's train dispatching priorities with its statutory preference when it complains that Amtrak trains and Union Pacific's premium intermodal trains are both assigned the highest numeric priority in Union Pacific's Advanced Movement Planner algorithm.³⁴⁰ Union Pacific assigns Amtrak trains the highest numeric priority in its Advanced Movement Planner algorithm as part of its effort to provide on-time service under the Operating Agreement.³⁴¹ However, Advanced Movement Planner's algorithm is not currently designed to address the legal issue of preference.³⁴² In fact, as Ms. Batt explains in her reply verified statement, Advanced Movement Planner does not currently { [REDACTED]

³³⁹ See *id.*

³⁴⁰ See Amtrak Op. at 91–92.

³⁴¹ Amtrak has no cause to complain that premium intermodal trains are also assigned the highest numeric priority. Union Pacific's contractual obligation to provide on-time service to Amtrak does not trump its obligations to freight customers. Further, Amtrak is wrong to the extent it suggests railroads have not historically assigned equally high priority to certain freight and passenger trains. For example, the St. Louis Southwestern Railway began operating the *Blue Streak* merchandise train in 1930 as a first-class train and at passenger train speeds with passenger train locomotives. The train's initial schedule was faster than St. Louis Southwestern's passenger schedule. See Southern Pacific Railroad History Center, *The Blue Streak Merchandise Operation*, <https://splives.org/blue-streak-merchandise-bsm/>.

³⁴² See Batt RVS at 10; see also UP's Sept. 2023 Resp. at 34.

[REDACTED]

[REDACTED]}³⁴⁴ Union Pacific has no obligation to develop any train optimizing algorithm at all, much less one that accounts for preference. Union Pacific’s dispatchers remain fully responsible for monitoring and directing all train movements, and thus they remain fully responsible for giving Amtrak preference.³⁴⁵

Amtrak weaves out of whole cloth a suggestion that Union Pacific’s use of Advanced Movement Planner affected its right to preference during the Complaint Period.³⁴⁶ As Ms. Batt explains, {{ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]}}

³⁴³ See Batt RVS at 9–10.

³⁴⁴ See UP’s Sept. 2023 Resp. at 32–34.

³⁴⁵ See *id.* at 33; Batt RVS at 9.

³⁴⁶ See Amtrak Op. at 92–93.

³⁴⁷ Batt RVS at 10.

³⁴⁸ See *id.* at 11.

In its Briefing Order, the Board asked how Union Pacific's assignment of the highest priority numeric in its Advanced Movement Planner algorithm to both premium intermodal trains and Amtrak trains should be analyzed under a "preference" framework.³⁴⁹ Union Pacific's use of Advanced Movement Planner and the train priority assignments in the Advanced Movement Planner algorithm have no relevance to preference.

c) Amtrak's preference does not impose any requirements on Union Pacific's freight train scheduling.

Amtrak's complaints about scheduling confuse contractual on-time performance obligations with Amtrak's preference and Amtrak's obligation to achieve Customer OTP. As discussed above, Union Pacific tries to avoid creating schedules that bring freight trains into conflict with Amtrak trains because conflicts negatively impact its customer service and its commitments under the Operating Agreement. Amtrak criticizes Union Pacific's Train Schedule Builder computer program as simplistic,³⁵⁰ but Union Pacific has no obligation to develop a scheduling algorithm that builds schedules under which conflicts never arise between freight trains and Amtrak. And despite Amtrak's criticisms and complaints about scheduling, Amtrak does not identify any freight schedule that creates conflicts when trains are on schedule. As a practical matter, scheduling cannot prevent conflicts from arising on a busy route like the *Sunset Limited* Route, where trains often do not adhere to their schedules. More importantly, as legal matter, § 24308(c) does not require rail carriers to design and operate their networks to ensure conflicts between freight trains and Amtrak never arise; rather, it requires dispatchers to give Amtrak preference in resolving any dispatching conflicts that do arise.

³⁴⁹ Briefing Order at 4.

³⁵⁰ See Amtrak Op. at 93–94.

- d) Amtrak's preference does not impose any requirement on Union Pacific to establish a compliance program relating to preference.**

Amtrak's claim that Union Pacific is violating Amtrak's preference by not establishing a suitable preference compliance program is Kafkaesque. As discussed above, Union Pacific dispatchers are trained to comply with Amtrak's preference, and their performance is regularly evaluated by supervisors. Amtrak monitors Union Pacific's compliance with preference through real-time access to Union Pacific dispatchers' screens. And Amtrak has not specified a single occasion on which a dispatcher should have handled a conflict differently and in a way that would not have compromised the overall fluidity of the network for both freight and passenger transportation. Union Pacific has no practical reason to develop and deploy a more sophisticated compliance system than it already has to address a problem that does not exist, and § 24308(c) does not impose any legal obligation to develop a preference compliance program.

V. The Board Lacks Legal Authority To Award Damages Or Other Relief In This Proceeding.

In its Briefing Order, the Board asked parties to address its legal authority to award damages for delays attributable to preference violations under the provisions of 49 U.S.C. § 24308(f)(2).³⁵¹ As discussed in Section V.A.1, the Board has no authority to award damages or other relief for any delays attributable to a host carrier's failure to provide preference unless the host carrier's failures to provide preference would, standing alone, cause Amtrak's Customer OTP to fall below 80 percent for two consecutive calendar quarters. Moreover, as discussed in Section V.A.2, even if the Board found that condition was satisfied here, it could not award damages or other relief in this proceeding because it has not provided fair notice of the standard it will apply

³⁵¹ Briefing Order at 3–4.

in evaluating preference complaints. The Board's failure to provide fair notice is exacerbated by the procedures adopted in this matter, under which host carriers will not receive notice of facts allegedly constituting preference violations until after the Board finds violations have occurred, and a subsequent hearing would address only damages and other relief. This lack of fair notice and timely opportunity to respond violates fundamental principles of due process.

- A. The Board does not have authority to award damages or other relief for any delays attributable to a host rail carrier's failure to provide preference unless the host carrier's failures to provide preference, standing alone, caused Amtrak's Customer OTP to fall below 80% for two consecutive calendar quarters.**

Even if the Board could award damages or other relief in this proceeding, it could not award damages or other relief in the absence of proof that a host carrier's failure to provide preference, standing alone, caused Amtrak's Customer OTP to fall below 80% for any two consecutive calendar quarters. Amtrak's claim that the Board may award damages and other relief for "any and all delays"³⁵² attributable to the host carrier's failure to provide preference is inconsistent with the context, structure, history, and purpose of § 24308(f)(2). In § 24308(f)(2), "delays" and "failures to achieve minimum standards" are expressions of a singular concept, not separate triggers for liability. Congress adopted § 24308(f) to promote its performance standard, not to authorize Board-conducted mini-trials over delays that did not cause failures to achieve that standard—*i.e.*, failures to achieve at least 80% Customer OTP for two consecutive quarters.

Amtrak attributes inappropriate significance to the word "or" in § 24308(f)(2)'s reference to "delays or failures to achieve minimum standards." As the Supreme Court recognizes, "to ascertain the clear intention of the legislature . . . courts are often compelled to construe 'or' as

³⁵² Amtrak Op. at 98.

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meaning ‘and,’ and again ‘and’ as meaning ‘or.’”³⁵³ “[T]he word ‘or’ is often used as a careless substitute for the word ‘and’; that is, it is often used in phrases where ‘and’ would express the thought with greater clarity.”³⁵⁴ “Whether requirements in a statute are to be treated as disjunctive or conjunctive does not always turn on whether the word ‘or’ is used; rather it turns on context.”³⁵⁵ A statute must be interpreted “not in a vacuum, but with reference to the statutory context, ‘structure, history and purpose.’”³⁵⁶

The Eight Circuit has reached the same conclusion with respect to use of the word “or” in § 24308(f). In *Union Pacific Railroad Company v. Surface Transportation Board*, the Eighth Circuit rejected the Board’s argument that the statute’s use of “or” in § 24308(f)(1)’s first sentence created “two triggers” for Board investigations: failure to achieve on-time performance at least 80% of the time, or failure to meet service quality standards developed by the FRA and Amtrak under PRIIA § 207.³⁵⁷ As the court explained, “discrete grammar rules and cannons of construction are ‘not an absolute and can assuredly be overcome by other indicia of meaning.’”³⁵⁸ The court concluded the statute contained only one trigger—the on-time metric developed by the FRA and Amtrak: “A common-sense reading of how on-time performance functions in PRIIA reveals that

³⁵³ *United States v. Fisk*, 70 U.S. 445, 447 (1865); see also *De Sylva v. Ballentine*, 351 U.S. 570, 573 (1956) (reading the word “or” to mean “and” in the phrase “widow, widower, or children”); *Swearingen v. United States*, 161 U.S. 446, 450 (1896) (interpreting “obscene, lewd or lascivious” to describe “one and the same offense”); *United States v. Scrimgeour*, 636 F.2d 1019, 1021–24 (5th Cir. 1981) (construing the word “or” in perjury statute to mean “and”); *United States v. Moore*, 613 F.2d 1029, 1038–45 (D.C. Cir. 1979) (same); *United States v. Mullendore*, 30 F. Supp. 13, 15 (N.D. Okla. 1939), *appeal dismissed*, 111 F.2d 898 (10th Cir. 1940) (“lands or money” interpreted to mean “lands and money”).

³⁵⁴ *De Sylva*, 351 U.S. at 573.

³⁵⁵ *United States v. One 1973 Rolls Royce, V.I.N. SRH-16266*, 43 F.3d 794, 814–15 (3d Cir. 1994).

³⁵⁶ *Abramski v. United States*, 573 U.S. 169, 179 (2014) (quoting *Maracich v. Spears*, 570 U.S. 48, 76 (2013)).

³⁵⁷ See *Union Pac. R.R. Co. v. STB*, 863 F.3d 816 (8th Cir. 2017).

³⁵⁸ *Id.* at 825 (quoting *Lockhart v. United States*, 577 U.S. 347, 352 (2016)).

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the FRA and Amtrak develop metrics and standards, including for on-time performance,” and “[i]f Amtrak’s on-time performance is worse than 80 percent for two consecutive quarters, then the Board may investigate.”³⁵⁹

Amtrak’s claim that the Board may award damages and other relief under § 24308(f)(2) for any delays attributable to preference violations relies on a similarly flawed “two triggers” argument—*i.e.*, the Board can award damages for “delays” or “failures to achieve minimum standards.” A common-sense reading of § 24308(f) shows Congress used the two terms interchangeably. Congress enacted PRIIA to address a wide range of issues relating to investment in and improvement of passenger rail service. To address one aspect of service, Congress instructed the FRA and Amtrak to develop an on-time performance metric and authorized the Board to initiate investigations if on-time performance averages less than 80% for two consecutive quarters. Specifically, in § 24308(f)(1), Congress directed the Board “to determine whether and to what extent *delays or failure to achieve minimum standards* are due to causes that could reasonably be addressed by a rail carrier over whose tracks the intercity passenger train operates or reasonably addressed by Amtrak or other intercity passenger rail operators.”³⁶⁰ In the phrase “delays or failure to achieve minimum standards,” Congress used “delays” and “failure to achieve minimum standards” interchangeably to express a singular concept: the Board should investigate the causes of failures to achieve Congress’s on-time performance standard. Reflecting the interchangeable nature of the two terms, in the very next sentence, Congress used just one of the terms, stating, “the Board has authority to review . . . the extent to which scheduling and congestion contribute to *delays*,” even though Congress plainly intended the Board to consider the extent to which

³⁵⁹ *Id.* at 826.

³⁶⁰ 49 U.S.C. § 24308(f)(1) (emphasis added).

scheduling and congestion contribute to failures to achieve its on-time performance standard.³⁶¹ Amtrak's claim that Congress intended "delays" to mean something different than "failures to achieve minimum standards" in § 24308(f)(2) is inconsistent with Congress's use of those terms in § 24308(f)(1).

Amtrak's "two triggers" interpretation of § 24308(f)(2) is also inconsistent with the structure, context, and purpose of PRIIA, which focuses on big-picture efforts to improve passenger rail service. Amtrak's interpretation attributes to Congress the intent to deputize the Board to root out and remedy preference violations regardless of whether they caused failures to achieve its on-time performance standard. However, Congress has already deputized the Attorney General to enforce Amtrak's statutory preference in 49 U.S.C. § 24103(a)(1). Furthermore, as noted above, rooting out preference violations was not Congress's objective in enacting PRIIA. Even with regard to metrics and standards, Congress was concerned not only with developing metrics and standards addressing on-time performance, but also Amtrak's "cost recovery, . . . ridership, on-board services, stations, facilities, equipment, and other services."³⁶² And, in addressing on-time performance, Congress's focus was achieving its performance standard. Congress instructed the Board to determine the extent to which failures to achieve that standard were due to causes that could reasonably be addressed by host rail carriers and Amtrak.³⁶³ To be sure, Congress authorized the Board to award damages if it determines failures to achieve the standard were caused by preference violations. But Congress directed the Board to focus on achieving its on-time performance standard. Nothing in PRIIA's structure, context, or purpose

³⁶¹ *Id.* (emphasis added).

³⁶² PRIIA § 207(a) (codified at 49 U.S.C. § 24101 note).

³⁶³ *See* 49 U.S.C. § 24308(f)(1).

suggests Congress intended to authorize the Board to divert energy and resources to conducting mini-trials involving delays that did not cause failures to achieve its on-time performance standard.

PRIIA's legislative history confirms Congress intended to authorize the Board to award damages and other relief for preference violations only if the violations caused failures to achieve its performance standard. The Senate Report on PRIIA explained the provision that became § 24308(f) provides that, in the event of a failure to achieve the standard, the "STB may investigate the extent to which such failure is due to causes that could reasonably be addressed by the operating freight railroad," and "[i]f the Board determines that the cause is the failure of a freight railroad to provide preference to Amtrak over freight trains, the Board shall enforce that preference under applicable law and may award damages."³⁶⁴ PRIIA's legislative history also refutes Amtrak's "two triggers" theory by providing further proof that Congress used "delays" and "failure to achieve minimum standards" interchangeably. Specifically, the Senate Report describes the provision granting Amtrak the ability to trigger an investigation of a failure to achieve Congress's on-time performance standard as allowing Amtrak "to petition STB directly for an investigation of Amtrak *delays*."³⁶⁵ PRIIA's legislative history thus confirms Congress did not intend to authorize Board-

³⁶⁴ S. Rept. 110-67 at 25 (2007); *see also id.* at 16 ("S. 294 would direct the STB to investigate Amtrak's failure to meet certain performance measures and determine when the performance failure is due to a freight rail carrier's refusal to provide Amtrak preference over its tracks. The bill would authorize the STB to charge damages to freight rail carriers for refusing to give Amtrak such preference, and the bill would direct STB to provide those penalties to Amtrak.").

³⁶⁵ *Id.* at 25 (emphasis added). Congress's interchangeable use of "delays" and "failure to achieve minimum standards" is also shown in the language from the Senate Report that Amtrak cites on page 100 of its Opening Statement: "If the STB determines that *delays* to passenger trains are the result of freight railroads not providing priority access to Amtrak, . . . STB would be authorized to take appropriate action to enforce Amtrak's priority access rights." *Id.* at 11 (emphasis added). Plainly, Congress authorized the Board to award damages if the Board determines *failures to achieve minimum standards* are caused by preference violations.

conducted mini-trials involving delays that did not cause failures to achieve its on-time performance standard.

Amtrak itself has previously recognized § 24308(f)(2) authorizes the Board to award damages or other relief for preference violations only if the Board finds the violations caused a failure to achieve Congress's on-time performance standard. Testifying before Congress, Amtrak President Stephen Gardner stated:

This provision, codified at 49 U.S.C. 24308(f), authorizes the STB to conduct investigations of poor on time performance of Amtrak trains, and *if it finds that the poor performance was attributable to failure to provide preference*, to award damages and other relief.³⁶⁶

The Board has also previously recognized Congress's intent that the Board award damages or other relief only if preference violations caused a failure to achieve the on-time performance standard. In describing § 24308(f)(2) in *On-Time Performance Under Section 213 of the Passenger Rail Investment Improvement Act of 2008*, the Board explained:

Following the investigation, *should the Board determine that Amtrak's substandard performance is "attributable to" the rail carrier's "failure to provide preference to Amtrak over freight transportation as required"* by 49 U.S.C. § 24308(c), the Board may "award damages" or other appropriate relief from a host railroad to Amtrak. 49 U.S.C. § 24308(f)(2).³⁶⁷

Similarly, in describing § 24308(f)(2) in *Policy Statement on Implementing Intercity Passenger On-Time Performance and Preference Provisions of 49 U.S.C. § 24308(c) and (f)*, the Board explained:

³⁶⁶ *Examining the Surface Transportation Board's Role in Ensuring a Robust Passenger Rail System, Hearing before the Subcomm. on Railroads, Pipelines, and Hazardous Materials of the H. Comm. on Transportation and Infrastructure*, 116th Cong. 4 (2020) (Statement of S. Gardner).

³⁶⁷ *On-Time Performance Under Section 213 of the Passenger Rail Investment Improvement Act of 2008*, EP 726, slip op. at 2 (STB served July 28, 2016) (emphasis added), *petition for review granted on other grounds sub nom. Union Pac. v. STB*, 863 F.3d 816 (8th Cir. 2017).

Following the investigation, *should the Board determine that Amtrak's deficient on-time performance is "attributable to" the host carrier's "failure to provide preference to Amtrak over freight transportation as required" by 49 U.S.C. § 24308(c), the Board may award damages or other appropriate relief. 49 U.S.C. § 24308(f)(2).*³⁶⁸

Finally, in their joint brief to the Eighth Circuit in *Union Pacific Railroad Company v. Surface Transportation Board*, the Department of Justice and the Board confirmed their understanding that § 24038(f)(2) authorizes awards of damages or other relief only if preference violations caused a failure to achieve Congress's on-time performance standard:

[Section 24308(f)] *only* allows [the Board] to award damages or other appropriate relief if the Board subsequently determines that the substandard performance of an Amtrak "*is attributable to*" the host carrier's "failure to provide preference to Amtrak over freight transportation as required" by 49 U.S.C. § 24308(c).³⁶⁹

In sum, a common-sense reading of § 24308(f)(2), considering the statute's context, structure, history, and purpose, makes clear the Board is not authorized to award damages or other relief in the absence of proof that a host rail carrier's failure to provide preference, standing alone, caused Amtrak's Customer OTP to fall below 80% for any two consecutive calendar quarters.

B. The Board could not award damages in this proceeding because it has not provided fair notice of the standards it will apply, and its procedures do not provide a fair hearing process.

As explain above, Union Pacific has not violated Amtrak's preference because its dispatchers have given appropriate weight to Amtrak's interests in resolving dispatching conflicts

³⁶⁸ *Policy Statement on Implementing Intercity Passenger On-Time Performance and Preference Provisions of 49 U.S.C. § 24308(c) and (f)*, EP 728, slip op. at 2 (STB served Dec. 28, 2015) (emphasis added).

³⁶⁹ Brief of Respondents, *Union Pac. R.R. v. STB*, 2016 WL 6926574, at *18–19 (8th Cir. Nov. 22, 2016) (emphasis added); *see also id.* at *46 ("[Congress] thus empowered the Board to investigate the reason for delays to Amtrak trains and to award damages and other relief *to the extent that the delays are attributable to* the host railroad's failure to accord Amtrak trains preference as required by § 24308(c)." (emphasis added)).

between freight trains and the *Sunset Limited*. Further, even if the Board were to find a preference violation, Amtrak would not be entitled to damages because the record contains no evidence that the *Sunset Limited*'s failure to achieve at least 80% Customer OTP for two consecutive quarters is attributable to preference violations. If the Board were to disagree, however, it still could not impose damages on Union Pacific in this case because it has not provided fair notice of the standard it will apply in this proceeding or a fair opportunity for Union Pacific to rebut claims made against it in light of those standards.

“A fundamental principle in our legal system is that laws which regulate persons or entities must give fair notice of conduct that is forbidden or required.”³⁷⁰ “[W]e insist that laws give the person of ordinary intelligence a reasonable opportunity to know what is prohibited, so that he may act accordingly.”³⁷¹ “In the absence of notice . . . an agency may not deprive a party of property by imposing civil or criminal liability.”³⁷² “[T]hose regulated by an administrative agency are entitled to know the rules by which the game will be played.”³⁷³

While Union Pacific believes that it has put forward the best interpretation of what preference is under the statute, the Board has provided no guidance on the standard it will

³⁷⁰ *FCC v. Fox Television Stations, Inc.*, 567 U.S. 239, 253 (2012); *see also Papachristou v. Jacksonville*, 405 U.S. 156, 162 (1972) (“Living under a rule of law entails various suppositions, one of which is that ‘[all persons] are entitled to be informed as to what the State commands or forbids.’” (quoting *Lanzetta v. New Jersey*, 306 U.S. 451, 453 (1939) (alteration in original))).

³⁷¹ *Grayned v. City of Rockford*, 408 U.S. 104, 108 (1972); *see also Broadrick v. Oklahoma*, 413 U.S. 601, 607 (1973) (statute is unconstitutionally vague if “men of common intelligence must necessarily guess at its meaning”).

³⁷² *General Elec. Co. v. EPA*, 53 F.3d 1324, 1328–29 (D.C. Cir. 1995).

³⁷³ *United States v. AMC Ent., Inc.*, 549 F.3d 760, 768 (9th Cir. 2008) (quoting *Alaska Prof'l Hunters Ass'n v. FAA*, 117 F.3d 1030, 1035 (D.C. Cir. 1999)); *Timpinaro v. SEC*, 2 F.3d 453, 460 (D.C. Cir. 1993) (SEC rule unconstitutionally vague because “a trader would be hard pressed to know when he is in danger of triggering an adverse reaction”); *Diamond Roofing Co. v. Occupational Safety & Health Rev. Comm'n*, 528 F.2d 645, 649 (5th Cir. 1976) (agency “must provide a reasonably clear standard of culpability to circumscribe the discretion of the enforcing authority and its agents”).

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ultimately apply in this case. In 2015, the Board acknowledged § 24308 “does not define or directly qualify ‘preference.’”³⁷⁴ In 2016, the Board withdrew a proposed policy statement intended to provide guidance on the preference requirement because “the host carrier and passenger rail parties hold very different views on . . . the interpretation of ‘preference.’”³⁷⁵ In its Briefing Order, the Board directed Amtrak to “address what it alleges would constitute a ‘failure to provide preference to Amtrak’ under 49 U.S.C. § 24308(f).”³⁷⁶ The Board also directed each of the other rail carrier parties to include in its reply “a proposed interpretation of ‘preference.’”³⁷⁷ And, despite previously ruling “only parties to the proceeding will be permitted to . . . submit substantive arguments,”³⁷⁸ the Board invited “non-parties to the investigation to submit replies to Amtrak’s opening statement and the railroad parties’ reply statements” because “the interpretation of these statutory terms is an issue of first impression and a matter of broad public interest.”³⁷⁹ Under the Board’s procedural schedule, host carriers’ evidentiary submissions are due on December 23, 2024, one month *before* non-parties may submit proposed definitions of preference, and well before the Board will decide what preference means as “an issue of first impression.”³⁸⁰ As

³⁷⁴ *Policy Statement on Implementing Intercity Passenger Train On-Time Performance and Preference Provisions of 49 U.S.C. § 24308(c) and (f)*, EP 728, slip op. at 3 (STB served Dec. 28, 2015); *see id.* at 2 (“However, ‘preference’ is not defined by statute.”).

³⁷⁵ *Policy Statement on Implementing Intercity Passenger Train On-Time Performance and Preference Provisions of 49 U.S.C. § 24308(c) and (f)*, EP 728, slip op. at 3 (STB served July 28, 2016).

³⁷⁶ Briefing Order at 3.

³⁷⁷ *Id.* at 4. The Board also gave carriers the option of taking no position. *See id.*

³⁷⁸ July 2023 Decision at 3 n.5.

³⁷⁹ Briefing Order at 4. The Board plainly could not retroactively apply any new rule it developed in a quasi-rulemaking. *See, e.g., Marrie v. SEC*, 374 F.3d 1196, 1206 (D.C. Cir. 2004) (agency erred in applying new rule retroactively because “there was no ascertainably certain standard” for finding improper conduct at the time of the conduct under review).

³⁸⁰ Briefing Order at 4.

discussed further below, the Board's procedures thus place Union Pacific and other host carriers in the impossible position of addressing their treatment of *Sunset Limited* trains without knowing what facts the Board will assert constitute preference violations.³⁸¹

Host carriers cannot have fair notice of what § 24308 forbids or requires when the Board itself does not even know the answers to those questions and instead regards them as open for debate. Should the Board adopt Amtrak's view of preference, or some other view that is also inconsistent with Union Pacific's view, the Board could not hold Union Pacific responsible for a preference violation. Where the regulatory requirements are unclear, "where the petitioner's interpretation is reasonable, and where the agency itself struggles to provide a definitive reading of the regulatory requirements, a regulated party is not 'on notice' of the agency's ultimate interpretation of the regulations, and may not be punished."³⁸² The Board cannot award damages or other relief on a host carrier for failing to provide preference when it "is unclear as to what fact must be proved."³⁸³

Although the Administrative Procedure Act may allow the Board to provide guidance in implementing § 24308 using a case-by-case approach, that is no answer to the fair notice issue.³⁸⁴

³⁸¹ "It is equally fundamental that the right to notice and an opportunity to be heard 'must be granted at a meaningful time and in a meaningful manner.'" *Hamdi v. Rumsfeld*, 542 U.S. 507, 533 (2004) (quoting *Fuentes v. Shevin*, 407 U.S. 67, 80 (1972) (internal quotations omitted)); see also *Hicks v. Comm'r of Soc. Sec.*, 909 F.3d 786, 800 (6th Cir. 2018).

³⁸² *General Elec.*, 53 F.3d at 1334; *Georgia Pac. Corp. v. Occupational Safety & Health Rev. Comm'n*, 25 F.3d 999, 1005 (11th Cir. 1994) (regulation unconstitutionally vague where the government "is unable to settle upon a single definition of a critical term or phrase of its own regulation"); *Pearson v. Shalala*, 164 F.3d 650, 661 (D.C. Cir. 1999) ("[I]t must be possible for the regulated class to perceive the principles which are guiding agency action.").

³⁸³ *Fox Television*, 567 U.S. at 253 ("As this Court has explained, a regulation is not vague because it may at times be difficult to prove an incriminating fact but rather *because it is unclear as to what fact must be proved.*" (emphasis added)).

³⁸⁴ See *Pearson*, 164 F.3d at 660 n.12; *id.* at 660 ("[W]e are quite unimpressed with the government's argument that the agency is justified in employing this standard without definition because Congress used the same standard in [the statute].").

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Even where an agency “may determine specific applications of its rules on a case by case basis, [a] court ‘cannot defer to the [agency]’s interpretation of its rules if doing so would penalize an individual who has not received fair notice of a regulatory violation.’”³⁸⁵

The lack of fair notice regarding what the Board might decide constitutes a preference violation is exacerbated by the procedures adopted the Board adopted in this matter. As noted above, Union Pacific and other host carriers will not receive notice of facts constituting preference violations until after the Board finds violations have occurred, and a subsequent hearing would address only damages and other relief. The Board’s procedures thus violate due process requirements because the Board could find Union Pacific and other host carriers committed preference violations without providing timely notice of the facts alleged to constitute violations—that is, notice at a time Union Pacific and other host carriers could defend themselves by offering evidence to rebut specific assertions.³⁸⁶ Due process requires that parties “receive notice of the factual basis” of the claims against made against them “and a fair opportunity to rebut [those] factual assertions.”³⁸⁷ “Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right they must first be notified. It is equally fundamental that the right to notice and an opportunity to be heard ‘must be granted at a meaningful time and in a meaningful

³⁸⁵ *KPMG, LLP v. SEC*, 289 F.3d 109, 116 (D.C. Cir. 2002) (quoting *Upton v. SEC*, 75 F.3d 92, 98 (2d Cir. 1996)).

³⁸⁶ *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976) (quoting *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965)) (“The fundamental requirement of due process is the opportunity to be heard ‘at a meaningful time and in a meaningful manner.’”).

³⁸⁷ *Hamdi*, 542 U.S. at 533.

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manner.”³⁸⁸ Due process requires that “[t]hose regulated by an administrative agency are entitled to know the rules by which the game will be played.”³⁸⁹

The Board’s procedures in this case stand in contrast to the Board’s established rules for handling other investigations. Under the Board’s established rules for other investigations, after the Board reviews the recommendations and summary of findings prepared by the assigned Investigating Officers, it can decide to dismiss the investigation or “initiate a Formal Board Proceeding *to determine whether any provision of 49 U.S.C. Subtitle IV, Part A, has been violated.*”³⁹⁰ In other words, a Board-initiated investigation could not conclude with a finding of a violation of the law; rather, it might conclude with a decision to institute a formal proceeding to determine whether a violation actually occurred. If the Board decides to institute a formal proceeding, it must provide the defendant specific notice of the alleged violation—that is, it must issue an Order to Show Cause that “state[s] the basis for, and the issues to be considered during, the Formal Board Proceeding.”³⁹¹ Here, the Board’s investigation could conclude with a finding of a violation of law, without Union Pacific and other host carriers ever receiving notice of the factual basis of the alleged violations and an opportunity to rebut those assertions. The Board’s procedures in this case thus fail to provide Union Pacific and other host carriers due process.

³⁸⁸ *Id.* (quoting *Fuentes*, 407 U.S. at 80 (internal quotations omitted)); *see also Hicks*, 909 F.3d at 800 (“But Supreme Court precedent, including precedent applying *Mathews*, indicates that any time a citizen is deprived of ‘notice of the factual basis’ for a governmental determination and ‘a fair opportunity to rebut the Government’s factual assertions before a neutral decisionmaker,’ the risk of error is too high.” (quoting *Hamdi*, 542 U.S. at 533)).

³⁸⁹ *Alaska Prof’l Hunters Ass’n*, 177 F.3d at 1035 (internal quotation omitted).

³⁹⁰ 49 C.F.R. § 1122.5(d) (emphasis added).

³⁹¹ *Id.* § 1122.5(e).

VI. Union Pacific’s Proposals To Align *Sunset Limited* Schedules With Customer OTP.

Union Pacific agrees with Amtrak that the current *Sunset Limited* schedules were properly classified by Amtrak as “disputed” in the FRA’s FY23 Q4 Schedule Certification Tables. Under FRA regulations, either Amtrak or a host railroad had to dispute a schedule on or before May 17, 2021, in order to delay application of the Customer OTP metric by a calendar quarter.³⁹² Union Pacific disputed the schedules on April 16, 2021, and Amtrak reported the schedules as disputed on May 17, 2021.³⁹³ A disputed schedule remains in “disputed” status until the parties can reach agreement on what changes should be implemented and certify the schedule.³⁹⁴

Union Pacific generally agrees with Amtrak’s recitation of the facts surrounding Union Pacific’s decision to dispute the *Sunset Limited* schedules. On April 9, 2021, Union Pacific sought to extend the schedules for the *Sunset Limited* trains, proposing to extend Train 1’s schedule by 81 minutes, consisting of 74 minutes of recovery time and 7 minutes of pure run time, and to extend Train 2’s schedule by 79 minutes, comprised of 74 minutes of recovery time and 5 minutes of pure run time.³⁹⁵ One week later, on April 16, 2021, Union Pacific initiated the non-binding dispute resolution process for disputing the *Sunset Limited* schedule for Trains 1 and 2.³⁹⁶ On May 12, 2021, Amtrak responded consenting to participate in non-binding dispute resolution.³⁹⁷ Union

³⁹² 49 C.F.R. § 273.5(a)(3)(ii).

³⁹³ See Amtrak Op., Exhibit 14 (Letter from Amtrak to FRA dated May 17, 2021).

³⁹⁴ 49 C.F.R. § 273.3 (paragraph (2) of “Disputed schedule”).

³⁹⁵ See Novak RVS at 15. Union Pacific is producing a copy of the schedule provided to Amtrak on April 9, 2021. See Union Pacific Reply Workpaper “April 9, 2021 email.pdf” and “April 9, 2021 proposal.xlsx.” Union Pacific just recently became aware it had not produced a copy of this proposal as part of its September 2023 Response to Appendix A, Part IV.

³⁹⁶ See Novak RVS at 15.

³⁹⁷ See *id.*; see also Amtrak Op., Exhibits 13, 15. Because the *Sunset Limited* schedule was disputed under the FRA’s regulations, Union Pacific and Amtrak are not required to “transmit a joint letter and status report on the first of each month” to relevant Members of Congress or heads of Executive agencies pursuant to 49 C.F.R. § 273.5(c)(2).

Pacific and Amtrak exchanged multiple rounds of proposals and counterproposals throughout 2021 concerning how best to revise the *Sunset Limited* schedule to accord with the new Customer OTP metric. Union Pacific proposed specific changes on October 21, 2021, and November 11, 2021.³⁹⁸ Union Pacific and Amtrak actively negotiated the terms of mediation through September 2022, including exchanging numerous drafts of a mediation agreement and identifying a proposed mediator.³⁹⁹ Union Pacific and Amtrak were unable to finalize the mediation agreement before Amtrak filed this proceeding in December 2022.⁴⁰⁰ Union Pacific requested Board-sponsored mediation in this proceeding, which Amtrak opposed and the Board rejected in its July 11, 2023, decision.

Today, Union Pacific is proposing schedules designed to reflect current operating conditions on the Route and that are aligned with the Customer OTP metric. The specific proposes are set forth in the accompanying reply verified statement of Katherine Novak. The new schedules would add 74 minutes to Train 1's westbound schedule for a total schedule time of 2,869 minutes and 80 minutes to Train 2's eastbound schedule for a total schedule time of 2,820 minutes.⁴⁰¹ Union Pacific also proposes to redistribute existing recovery time in the schedule, a topic on which Amtrak has expressed a willingness to engage.⁴⁰²

These adjustments to the schedules are necessary to consistently achieve Customer OTP. Union Pacific has no incentive to extend Amtrak schedules more than necessary because recovery

³⁹⁸ Union Pacific previously produced documents associated with these proposals to Board. *See* UP's Sept. 2023 Resp. at 20.

³⁹⁹ *See* Novak RVS at 15.

⁴⁰⁰ *See id.* at 15–16.

⁴⁰¹ *See id.* at 17.

⁴⁰² Amtrak Op. at 107 (“Amtrak is willing to consider any appropriate reallocation of existing recovery time . . .”).

time in excess of what is required will result in Amtrak trains arriving early to stations and sitting on the main line until the scheduled departure time, causing unnecessary congestion and delays to freight traffic.⁴⁰³ The proposal submitted herein is shorter than Train 1's schedule between 2005 and 2009 (2,895 minutes) and shorter than Train 2's schedule between 2005 2009 (2,850 minutes).⁴⁰⁴ These schedule changes are necessitated by the variability of railroad operations on the *Sunset Limited* Route and the incompatibility of the new Customer OTP metric with the current schedule. In the event the Board decides to "identify reasonable measures and make recommendations to improve the service, quality, and on-time performance" of *Sunset Limited* trains,⁴⁰⁵ Union Pacific encourages the Board to recommend Amtrak agree to the proposed schedules submitted with this filing.

VII. Union Pacific's Recommendations And Responses To Amtrak's Recommendation.

The Board should reject Amtrak's proposed recommendations for improving the *Sunset Limited*'s on-time performance. As discussed in Section III.B, Union Pacific is providing on-time service under the Operating Agreement. If Amtrak wants to achieve on-time performance under Congress's standard, it must agree to modify and extend the *Sunset Limited* schedules. The Board should therefore make only one recommendation: Amtrak should cooperate with Union Pacific to modify and extend *Sunset Limited* schedules.

⁴⁰³ See Janke RVS at 21.

⁴⁰⁴ Compare Novak RVS at 14–15 & Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tabs "Train 1 MoWeSa" & "Train 2 SuWeFr" with Amtrak's Dec. 2023 Resp. at 8 & "2005 Schedule Skeleton" (AMTRAK_STB_NATIVE_00046).

As explained above in note 183, Amtrak miscalculated *Sunset Limited* Train 2's total time between New Orleans and Los Angeles in its December 2023 submission to the Board referenced above. The total time in the schedule was 2,850 minutes, not 2,805 minutes.

⁴⁰⁵ 49 U.S.C. § 24308(f)(1).

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The Board should reject Amtrak's proposed recommendations for another reason: many of the recommendations would hinder efforts to provide on-time service by eliminating discretion dispatchers routinely exercise to minimize delays to the *Sunset Limited*. Amtrak does offer a few recommendations that are not objectionable, but only because they reflect established practices.

Below, Union Pacific addresses each of Amtrak's recommendations in the order in which Amtrak presented them.

- **Amtrak Proposed Recommendation 1:** Except in the event of an emergency, rail carriers should not run trains that do not fit into available sidings on rail lines where the rail carrier knows or expects Amtrak trains are or will soon be operating.

Union Pacific Response: The Board should reject the proposed recommendation. Implementing Amtrak's proposed recommendation would require Union Pacific dispatchers to impose significant delays on freight trains to ensure the *Sunset Limited* is never delayed, even though *Sunset Limited* schedules incorporate an expectation of delay from conflicts with freight trains, and even though Union Pacific can meet its contractual obligation to Amtrak under dispatching rules that do not impose unnecessary costs of delay on freight customers. Amtrak also fails to consider that running shorter freight trains would likely increase overall delay to the *Sunset Limited* by increasing the number of trains operating on the *Sunset Limited* Route, thus increasing both congestion and the frequency of conflicts between freight trains and the *Sunset Limited*. If the Board issues any recommendation related to passing sidings, the Board should recommend that Amtrak fund additional siding extensions on the *Sunset Limited* Route to the extent Amtrak seeks service over and above Union Pacific's commitment under the Operating Agreement.

- **Amtrak Proposed Recommendation 2:** Except in the event of an emergency, rail carriers should not dispatch freight trains ahead of Amtrak trains on main tracks where there is a

reasonable likelihood that an Amtrak train will “catch up” and be forced to follow the freight train, thereby delaying the Amtrak train.

Union Pacific Response: The Board should reject the proposed recommendation. Union Pacific dispatchers are instructed to avoid dispatching decisions that would result in the *Sunset Limited* following slower freight trains unnecessarily.⁴⁰⁶ However, dispatchers have discretion to make decisions that result in the *Sunset Limited* following freight trains when avoiding that outcome—e.g., by stopping opposing freight trains on a double-main segment, holding freight trains for a lengthy period to avoid even a brief follow, or failing to advance trains with a crews approaching their hours-of-service limits—would compromise the overall fluidity of the network for both freight and passenger transportation. Implementing Amtrak’s proposed recommendation would require Union Pacific dispatchers to impose significant delays on freight trains to ensure the *Sunset Limited* is never delayed, even though *Sunset Limited* schedules incorporate an expectation of some delay from conflicts with freight trains, and even though Union Pacific can comply with its on-time performance obligations to Amtrak under rules that do not impose unnecessary costs of delay on freight customers.

- **Amtrak Proposed Recommendation 3:** Except in the event of an emergency, in the event of “meets” between Amtrak and freight trains, rail carriers should place freight trains in available sidings and make use of available crossovers in multi-track territory so as to avoid delays to Amtrak trains.

Union Pacific Response: The Board should reject the proposed recommendation. Implementing Amtrak’s proposed recommendation would increase delays to the *Sunset Limited*. When dispatchers know two trains will meet in single-main territory, they must plan for the trains to meet at a siding. The precise location of the meet and which train takes the siding depend on a variety of factors. Under certain circumstances, directing the *Sunset Limited* into a siding will

⁴⁰⁶ See Batt RVS at 18.

result in the least amount of delay to the *Sunset Limited*.⁴⁰⁷ Dispatchers use their knowledge, experience, and judgment to determine the most efficient way to manage meets, aiming to minimize delays to the *Sunset Limited*. Similarly, when two trains will meet on a double-main segment, the precise location and which train should use a cross-over to move to the other main segment depend on a variety of factors, including the *Sunset Limited*'s need to be on a particular track for a station stop and the presence of other traffic on the lines.⁴⁰⁸ Again, dispatchers use their knowledge, experience, and judgment to determine the most efficient way to proceed, aiming to minimize delays to the *Sunset Limited*.

- **Amtrak Proposed Recommendation 4:** Except in the event of an emergency, rail carriers should not make dispatching decisions that result in Amtrak trains meeting freight trains on main lines where no siding is available that can accommodate the freight train.

Union Pacific Response: Amtrak's Proposed Recommendation 4 appears to be substantively the same as Amtrak's Proposed Recommendation 1. Therefore, the Board should reject the proposed recommendation for the reasons stated in response to Amtrak's Proposed Recommendation 1.

- **Amtrak Proposed Recommendation 5:** Except in the event of an emergency, rail carriers should not allow crews to reach their maximum allowable hours of service while their train is occupying a main line in advance of an Amtrak train and should not prioritize the forward movement of a freight train over an Amtrak train because the freight crew is approaching its maximum allowable hours of service.

Union Pacific Response: The Board should reject the proposed recommendation. As discussed in Section III.A.3.d, Union Pacific has robust processes in place to monitor crew hours and prevent crews from expiring on the main line. Union Pacific has every incentive to prevent crews from reaching their maximum hours of allowable service while their train is occupying a

⁴⁰⁷ See Batt RVS at 20.

⁴⁰⁸ See *id.* at 23.

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main line. However, when unexpected events create a risk that crews will expire before reaching crew change points, dispatchers are instructed to prioritize their trains to minimize disruption to the overall network. Implementing Amtrak's recommendation would require prioritizing the *Sunset Limited* regardless of the impact on the quality of freight transportation and would likely lead to congestion and delays that would ultimately result in poorer service for the *Sunset Limited*.

- **Amtrak Proposed Recommendation 6:** Except in the event of an emergency or when agreed to by Amtrak in advance, rail carriers should not route Amtrak trains on slower trackage or over slower routings when faster trackage or routings are or could be made available.

Union Pacific Response: The Board should reject the proposed recommendation. Implementing Amtrak's recommendation would restrict dispatchers' options for managing traffic flows, resulting in poorer service for freight traffic and the *Sunset Limited*. Union Pacific dispatchers make routing decisions with the objective of minimizing delays for all trains, including the *Sunset Limited*. When some delay is inevitable, dispatchers will route the *Sunset Limited* over slower trackage or slower routes to minimize its overall delay. Also, as discussed in Section III.A.3.e, dispatchers route the *Sunset Limited* over slower trackage to facilitate directional running between Houston and Beaumont, which minimizes delay from train meets and optimizes main line capacity.

- **Amtrak Proposed Recommendation 7:** Except in the event of an emergency or when agreed to by Amtrak in advance, rail carriers should not reroute or delay an Amtrak train in order to adhere to the carrier's directional operating preferences.

Union Pacific Response: The Board should reject this proposed recommendation. As discussed in response to Amtrak's Proposed Recommendation 6, Union Pacific's use of directional operations between Houston and Beaumont benefits the *Sunset Limited* by minimizing delays from train meets and optimizing main line capacity. Implementing Amtrak's recommendation would result in poorer service for freight traffic and the *Sunset Limited*.

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- **Amtrak Proposed Recommendation 8:** Except in the event of an emergency or when agreed to by Amtrak in advance, rail carriers should ensure that rail lines are clear of maintenance crews or working trains in advance of the arrival of an Amtrak train.

Union Pacific Response: The Board should reject the proposed recommendation. Under the Operating Agreement, Union Pacific is solely responsible for scheduling track maintenance activities. While unforeseen circumstances can sometimes lead to Amtrak trains being delayed by maintenance activities, Union Pacific is committed to improving its coordination efforts and minimizing such disruptions. Maintenance crews may overstay a scheduled work window when issues arise such that more time is required to complete planned maintenance and restore safe track conditions than was originally anticipated. Allowing maintenance crews to overstay their windows is often the least disruptive approach to completing necessary maintenance.⁴⁰⁹ Maintenance window overstay impacts the flow of Union Pacific's freight traffic just as they impact Amtrak's passenger traffic. Union Pacific has every incentive to manage its maintenance work to minimize delays to the *Sunset Limited*.

- **Amtrak Proposed Recommendation 9:** Except in the event of an emergency, rail carriers should not position freight trains in a manner that would block station platforms from being accessed by Amtrak trains.

Union Pacific Response: The Board should reject the proposed recommendation. As discussed in Section III.A.3.f, Union Pacific already has a policy that prohibits freight trains from occupying track at station platform locations when passenger trains are scheduled to arrive. However, policies cannot prevent delays that occur when freight trains experience mechanical issues or encounter other issues that require them to stop at or near a station platform and the issue cannot be resolved before the *Sunset Limited* arrives. Union Pacific has every incentive not to have its freight trains stopped where they block station platforms, especially because all the *Sunset*

⁴⁰⁹ See Batt RVS at 28.

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Limited's station platforms on Union Pacific's portion of the *Sunset Limited* Route are on or adjacent to main lines.

- **Amtrak Proposed Recommendation 10:** Rail carriers should require dispatchers to seek approval from supervisory personnel for any dispatching decision that is likely to delay an Amtrak train and should further require that such approval be provided only in the event of an emergency.

Union Pacific Response: The Board should reject this proposed recommendation. Amtrak's recommendation reflects Amtrak's attempt to redefine preference as absolute—*i.e.*, allowing no delay to Amtrak except in the event of an emergency. Implementing Amtrak's proposed recommendation would require Union Pacific dispatchers to impose significant delays on freight trains to ensure the *Sunset Limited* is never delayed, even though *Sunset Limited* schedules incorporate an expectation of delay from conflicts with freight trains, and even though Union Pacific can meet its contractual obligation to Amtrak under dispatching rules that do not impose unnecessary costs of delay on freight customers. Further, dispatchers are highly trained professionals expected to make decisions responding to evolving circumstances in light of their knowledge, experience, and judgment. Requiring dispatchers to obtain supervisory approval before implementing any decision likely to delay the *Sunset Limited* would hinder their ability to perform their jobs and could increase delays and disruptions to all trains, including the *Sunset Limited*.

- **Amtrak Proposed Recommendation 11:** Rail carriers should ensure that any computer-aided dispatching system for routes over which Amtrak operates is appropriately programmed to recognize and account for Amtrak's statutory right to preference over freight transportation and that dispatchers are instructed to override the system when necessary to provide preference to Amtrak trains.

Union Pacific Response: The Board should reject the proposed recommendation. Implementing Amtrak's recommendation would preclude Union Pacific from continuing to improve the planning functionality of its computer-aided dispatch system ("CADX"). As discussed

in Section IV.B.3.b, Union Pacific's CADX includes an optimization algorithm called Advanced Movement Planner. However, the algorithm is currently in its developmental stages, and its logic cannot account for all relevant circumstances and rules dispatchers must consider when making decisions, including Amtrak's preference. Implementing Amtrak's recommendation would therefore preclude Union Pacific from using Advanced Movement Planner. As also discussed in Section IV.B.3.b, implementing Amtrak's recommendation is not necessary to protect Amtrak's preference: Union Pacific dispatchers retain full responsibility for monitoring and directing all train movements, including applying Amtrak's preference, even when Advanced Movement Planner is providing dispatching suggestions.

- **Amtrak Proposed Recommendation 12:** Rail carriers should ensure that computer-aided train-schedule-building systems for routes over which Amtrak operates are appropriately programmed to recognize and account for Amtrak's statutory right to preference over freight transportation and that personnel are instructed to override the system when necessary to provide preference to Amtrak trains.

Union Pacific Response: The Board should reject the proposed recommendation. Implementing Amtrak's proposed recommendation makes no sense because Amtrak's preference involves the resolution of individual dispatching conflicts, not the process of scheduling trains. Further, as discussed in Section III.A.3.c, Amtrak presents no evidence that Union Pacific's freight train schedules contributed to delays to the *Sunset Limited* during the Complaint Period.

- **Amtrak Proposed Recommendation 13:** Rail carriers should minimize slow orders that impact Amtrak trains.

Union Pacific Response: Amtrak's proposed recommendation reflects existing practices. Union Pacific is committed to maintaining its infrastructure and minimizing slow orders that affect all trains, including Amtrak. Union Pacific has invested approximately \$1.0 billion between 2019 and 2023 on capital maintenance projects to renew the existing infrastructure on the *Sunset Limited*

Route.⁴¹⁰ Union Pacific also provides Amtrak with a bi-weekly Slow Order Scorecard to maintain transparency and facilitate communication regarding slow orders.⁴¹¹ Further, the Operating Agreement contains standards for handling maintenance activities that result in slow orders and specific commitments regarding slow orders on Union Pacific's portion of the *Sunset Limited* Route.⁴¹²

- **Amtrak Proposed Recommendation 14:** Rail carriers should adequately maintain freight trains to avoid breakdowns that impact Amtrak trains.

Union Pacific Response: Amtrak's proposed recommendation reflects existing practices. Union Pacific recognizes the importance of maintaining its freight trains to minimize mechanical issues and their impact on network fluidity. Union Pacific invests significantly in preventative maintenance and employs various monitoring processes to identify and address potential mechanical problems. Union Pacific is committed to continually improving its maintenance practices and minimizing disruptions caused by mechanical issues.

- **Amtrak Proposed Recommendation 15:** Rail carriers should provide continuous training for all personnel with any responsibility for or over dispatching on the importance of Amtrak's right to preference over freight transportation in accordance with how that right is explained in Part V.

Union Pacific Response: The Board should reject the proposed recommendation. Amtrak's recommendation reflects Amtrak's attempt to redefine preference as absolute—*i.e.*, allowing no delay to Amtrak except in the event of an emergency. Union Pacific's dispatchers receive appropriate, continuous training regarding Amtrak's right to preference.⁴¹³

⁴¹⁰ See Janke RVS at 12.

⁴¹¹ See UP's Sept. 2023 Resp. at 9.

⁴¹² See Union Pacific Reply Exhibit A, Art. III, § 3.4; *id.* Art IV § 4.2; *id.*, App. I, Table B.

⁴¹³ See Batt RVS at 17–19.

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- **Amtrak Proposed Recommendation 16:** Rail carriers should establish systems to regularly evaluate all personnel with any responsibility for or over dispatching to monitor and measure their compliance with their federal statutory and regulatory obligations to Amtrak.

Union Pacific Response: The Board should reject the proposed recommendation. Union Pacific has systems in place to monitor dispatcher performance and ensure compliance with operating rules and regulations.⁴¹⁴ Union Pacific does not believe it is appropriate to establish specific systems to evaluate dispatchers whose territories include Amtrak operations. The record in this proceeding does not support a recommendation to develop special systems to evaluate Union Pacific dispatchers' compliance with preference because Amtrak has not identified any preference violations. If Amtrak believes railroads should adopt specific systems to measure dispatcher compliance with Amtrak's preference, it should present a specific proposal and agree to pay the incremental costs of establishing and operating such systems.

- **Amtrak Proposed Recommendation 17:** Rail carriers should establish internal compliance programs with reporting up to a senior compliance officer to ensure compliance with their federal statutory and regulatory obligations to Amtrak.

Union Pacific Response: The Board should reject the proposed recommendation. As discussed in response to Amtrak's Proposed Recommendation 16, Union Pacific has systems in place to monitor dispatcher performance and ensure compliance with operating rules and regulations. The record in this proceeding does not support a recommendation to develop additional compliance programs because Amtrak has not identified any preference violations. If Amtrak believes railroads should adopt a specific compliance process, it should present a specific proposal and agree to pay the incremental costs of establishing and operating such a process.

⁴¹⁴ See UP's Sept. 2023 Resp. at 29; Batt RVS at 7, 19.

- **Amtrak Proposed Recommendation 18:** Rail carriers should preserve dispatching playbacks for a minimum of two years.

Union Pacific Response: The Board should reject the proposed recommendation. As Union Pacific explained in response to a petition for a show cause order filed by Amtrak in this proceeding,⁴¹⁵ Union Pacific maintains a large amount of granular data that provides detailed information about train movements and dispatching decisions. Developing new systems that would extend Union Pacific's existing dispatching playback capabilities would be costly and is not needed in the ordinary course of business. If Amtrak were willing to pay the incremental costs of developing and implementing new systems that would extend Union Pacific's existing dispatching playback capabilities, Union Pacific would consider developing new systems.

- **Amtrak Proposed Recommendation 19:** Rail carriers should document any decisions that result in delay to an Amtrak train, in a fashion that facilitates Board oversight, and preserve documentation for a minimum of two years.

Union Pacific Response: The Board should reject the proposed recommendation. Amtrak's recommendation reflects Amtrak's attempt to redefine preference as absolute—*i.e.*, suggesting any delay to an Amtrak train involves a preference violation. As demonstrated in Union Pacific's responses to the Board's request for root cause analyses, investigating the root cause of any particular delay requires a tremendous amount of labor-intensive effort. Implementing Amtrak's proposed recommendation would require Union Pacific to expend substantial resources to document delays even though *Sunset Limited* schedules incorporate an expectation of some delay from conflicts with freight trains, and even though Union Pacific can comply with its on-time performance obligation to Amtrak under rules that do not impose unnecessary costs of delay on freight customers.

⁴¹⁵ See Union Pacific Railroad Company's Reply to Petition for a Show Cause Order, STB Docket No. NOR 42175 (Apr. 30, 2024).

VIII. Conclusion

The record in this proceeding shows the *Sunset Limited's* continuing failure to achieve Customer OTP is attributable to Amtrak's refusal to extend the *Sunset Limited's* current schedules. The Board should conclude its investigation by recommending that Amtrak agree to the proposed *Sunset Limited* schedules submitted with this filing, or at least agree to participate in good faith in discussions with Union Pacific about extending the current schedules. The Board should also reject Amtrak's attempts to redefine the meaning of preference under 49 U.S.C. § 24308(c), as well as Amtrak's specific claims that Union Pacific committed preference violations in resolving individual dispatching conflicts between freight trains and the *Sunset Limited*.

Respectfully submitted,

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December 23, 2024

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2024, I caused a copy of the foregoing document to be served by email on Administrative Law Judge McCarthy and all parties of record in Docket No. NOR 42175.

/s/ Michael L. Rosenthal

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. NOR 42175

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f) FOR SUBSTANDARD PERFORMANCE OF
AMTRAK'S SUNSET LIMITED TRAINS 1 AND 2

REPLY VERIFIED STATEMENT OF GRANT A. JANKE

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REPLY VERIFIED STATEMENT

OF

GRANT A. JANKE

My name is Grant Janke. I am Assistant Vice-President of Capital Planning and Finance for Union Pacific Railroad Company.¹ I have held my current position since October 2024. Previously, I served for ten years as Union Pacific's Assistant Vice-President of Network and Capital Planning. Since joining the railroad in 1994, I have held a variety of other positions in the Marketing & Sales, Finance, and Strategy departments. I hold a bachelor's degree in finance from Kansas State University.

As Assistant Vice-President of Capital Planning and Finance, my team and I are responsible for all capital planning and operating expenses across Union Pacific's network. This includes the management and oversight of strategic planning initiatives, the capital investment program, and the analysis, controls, and reporting of the company's operating expenses. In my prior Network and Capital Planning role, my team and I were responsible for assessing the resources needed to handle present and future demand for transportation across Union Pacific's network, including crews, locomotives, freight cars, main line capacity, and terminal infrastructure. My team and I were also responsible for developing, producing, and assessing a wide variety of Union Pacific's operating metrics.

I am submitting this statement to describe the operating characteristics of the Union Pacific-owned and dispatched portion of the *Sunset Limited* Route, which is the route used by

¹ Acronyms and abbreviations are as defined in Union Pacific's Reply Statement unless otherwise specified herein.

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Amtrak *Sunset Limited* Trains 1 and 2.² First, I discuss the Route’s importance to Union Pacific’s freight network. Second, I compare current operating conditions on Union Pacific generally and on the Route in particular with conditions during the Complaint Period to show Amtrak’s on-time performance is closely tied to Union Pacific’s overall operating performance and both have improved substantially since the Complaint Period. Third, I explain how the challenge of accounting for variability when operating trains on long-distance routes must be recognized in designing *Sunset Limited* schedules to achieve on-time performance as measured by the Federal Railroad Administration’s metric (“Customer OTP”).

I. Overview of Union Pacific’s Portion of the *Sunset Limited* Route

The *Sunset Limited* Route is an approximately 1,994-mile rail corridor between New Orleans, Louisiana, and Los Angeles, California. Union Pacific’s portion of the *Sunset Limited* Route consists of approximately 1,770 miles of Union Pacific-owned and dispatched main line between Iowa Jct., Louisiana, and Yuma Jct., California.³ The Route stretches across five states⁴ and fourteen subdivisions,⁵ and it passes through several of our busiest, most congested terminal areas, including Lake Charles, Louisiana; Beaumont, Houston, San Antonio, and El Paso, Texas;

² For ease of discussion, I refer to the Union Pacific-owned and dispatched portion of the *Sunset Limited* Route as “Union Pacific’s portion of the Route” or simply “the Route.”

³ CPKC owns and dispatches a short segment of the *Sunset Limited* Route in the vicinity of Beaumont, Texas.

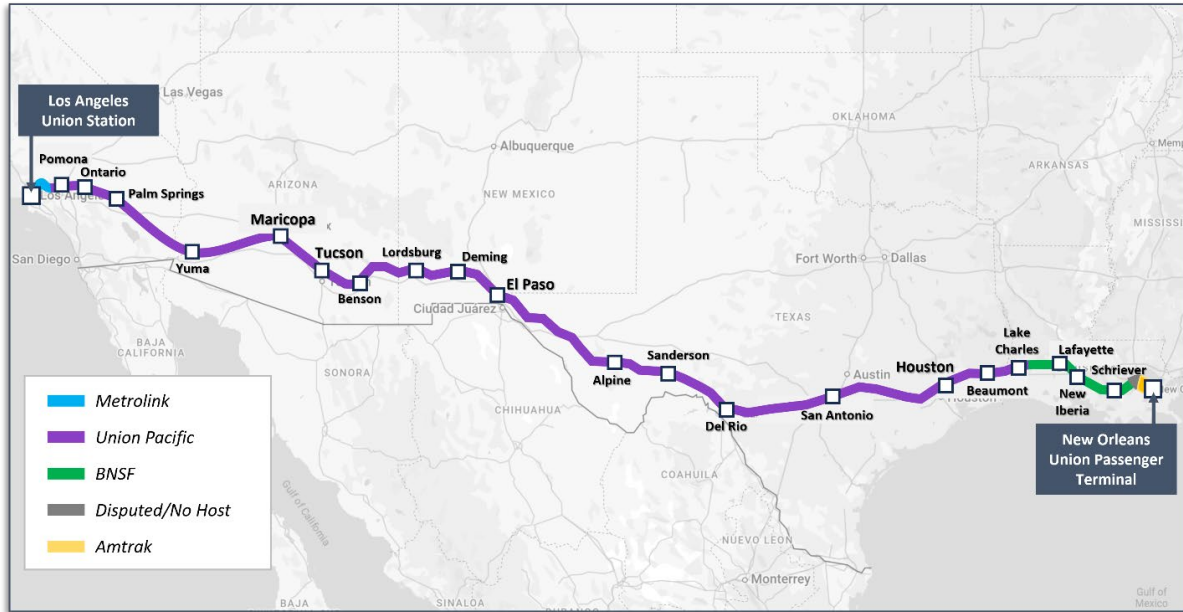
⁴ Louisiana, Texas, New Mexico, Arizona, and California.

⁵ Avondale, Lafayette, Beaumont, Houston West Belt, Houston East Belt, Houston, Glidden, Del Rio, Sanderson, Valentine, Lordsburg, Gila, Yuma, and Alhambra.

As I discuss below, Union Pacific has two routes the *Sunset Limited* can use to travel between Houston and Beaumont—one via the Houston Subdivision and one via the Beaumont Subdivision. When the *Sunset Limited* uses the Beaumont Subdivision, it also moves over segments of the Houston West Belt and Houston East Belt Subdivisions.

Santa Teresa, New Mexico; Tucson and Yuma, Arizona; and West Colton and Los Angeles, California, as shown below in Figure 1.

Figure 1
The *Sunset Limited* Route



The Route is a critical part of Union Pacific’s network. Approximately {{[REDACTED]}} of Union Pacific’s traffic operated over some part of the Route in 2023, representing about {{[REDACTED]}} billion of our annual revenue of \$22.6 billion.⁶ A large portion of traffic moving over the Route consists of intermodal containers moving in double-stack service from California to Texas, Illinois, and Arkansas, and to connections with eastern railroads in New Orleans and Shreveport, Louisiana, Marion, Arkansas, and Chicago, Illinois. Union Pacific also uses the Route to move a wide variety of products in manifest service, including chemicals, construction materials, and automobiles, as well as unit trains of grain and rock. The Route also connects northern portions of Union Pacific’s

⁶ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Traffic and Revenue.”

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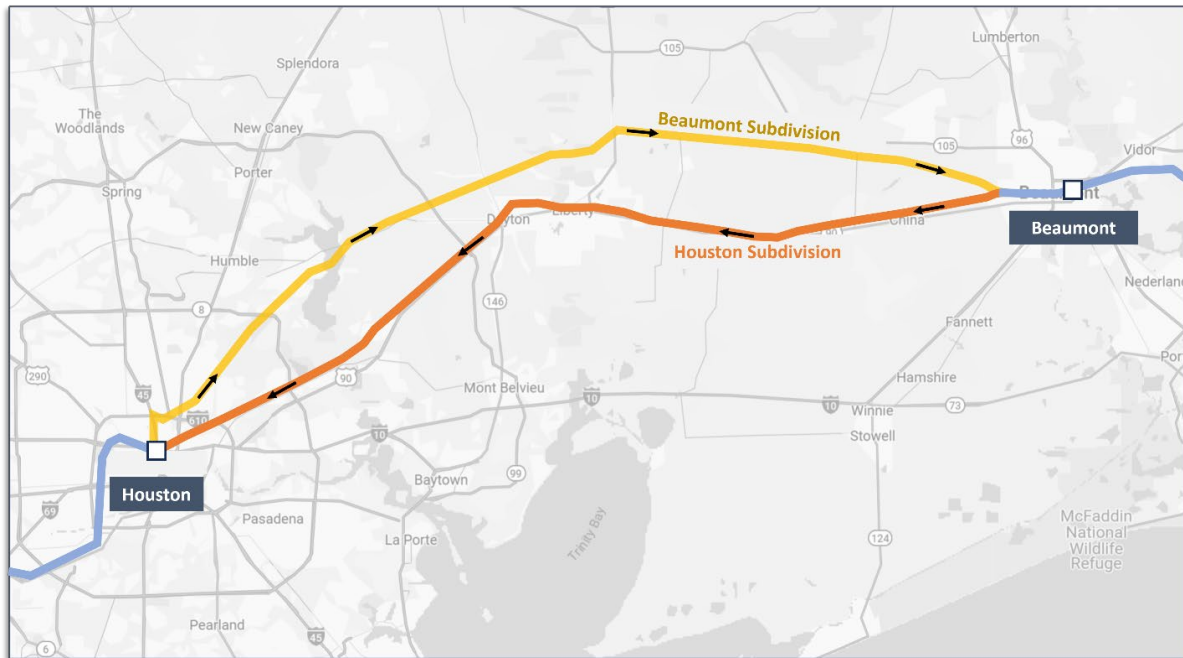
system with five of the six major gateways to Mexico,⁷ where Union Pacific interchanges traffic with the two largest railroads in Mexico, Ferromex and CPKC.

Union Pacific shares use of important segments of the Route with other freight railroads. For example, BNSF operates over Union Pacific's portion of the Route from western Louisiana into eastern Texas, including through Beaumont and Houston, Texas, between Rosenberg and Spofford, Texas, as well as between Sierra Blanca and El Paso, Texas. CPKC also has trackage rights over the Route through Beaumont and Houston.

As discussed below in more detail, Union Pacific has consistently invested in expanding capacity to accommodate growth and improve service on the Route. Union Pacific has also designed its services specifically to enhance performance by operating directionally between Houston and Beaumont, generally channeling westbound traffic on its Houston Subdivision and eastbound traffic on its Beaumont Subdivision to minimize delays from train meets, as shown below in Figure 2.

⁷ Brownsville, Calxico, Eagle Pass, El Paso, Laredo, and Nogales.

Figure 2
Directional Operations Between Houston and Beaumont



Union Pacific continuously reviews, evaluates, and modifies its investment and operating plans as conditions evolve to meet commitments to existing customers and attract new business.

A. Freight volume on Union Pacific's portion of the *Sunset Limited* Route is substantial and growing.

Union Pacific's customers rely on us to provide safe, reliable, and efficient service on Union Pacific's portion of the *Sunset Limited* Route. As stated above, approximately {{REDACTED}} of Union Pacific's traffic moved over some part of the Route in 2023.

During the Complaint Period, Union Pacific moved approximately {{REDACTED}} daily car miles of traffic across the Route.⁸ However, using a single figure to describe the volume of traffic moving over the Route masks significant variation in the volume of traffic at different

⁸ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Daily Car Miles.”

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locations along the Route. For example, during the Complaint Period, Naviska, Arizona, located between Los Angeles and El Paso on the Gila Subdivision, saw an average of {{[REDACTED]}} trains per day. Sanderson, Texas, located between El Paso and Del Rio on the Sanderson Subdivision, saw an average of {{[REDACTED]}} trains per day. Hondo, Texas, located between Del Rio and San Antonio on the Del Rio Subdivision, saw an average of {{[REDACTED]}} trains per day, including trains moving to and from Mexico via the crossing at Eagle Pass. Rosenberg, Texas, located between San Antonio and Houston on the Glidden Subdivision, saw an average of {{[REDACTED]}} trains per day. Dayton, on the Houston Subdivision, located between Houston and Beaumont, saw an average of {{[REDACTED]}} trains per day. Lake Charles, located between Beaumont and Iowa Jct. on the Lafayette Subdivision, saw an average of {{[REDACTED]}} trains per day, including BNSF trains.⁹ But even this more granular information about train counts does not provide a full picture of the challenges involved in moving traffic over the Route. Train counts do not address the infrastructure available to accommodate the traffic. For example, Lake Charles saw many fewer trains per day than Naviska, but the Lafayette Subdivision is almost entirely a single-track main line with sidings, while the Gila Subdivision is primarily double-track main line. In addition, and as noted above, the Route passes through some of the most complex and challenging areas of our network, requiring coordination with other railroads, interaction with trains moving on other routes, and movements through busy terminals.

Traffic mix also affects operational complexity. For example, during the Complaint Period traffic on the Route west of El Paso was heavily intermodal, with a mix of approximately {{[REDACTED]}} intermodal traffic and approximately {{[REDACTED]}} manifest traffic. By comparison, the Del Rio and Glidden Subdivisions had a mix of approximately {{[REDACTED]}} manifest traffic and

⁹ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Trains Per Day.”

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approximately {{[REDACTED]}} bulk traffic, with {{[REDACTED]}} intermodal traffic. On the Lafayette Subdivision, the mix was approximately {{[REDACTED]}} manifest and approximately {{[REDACTED]}} other trains.¹⁰ Traffic mix also affects the availability of capacity on the Route, because dispatching challenges increase with the need to coordinate trains moving at different speeds over the same track.

Traffic moving over the Route has increased since the end of the Complaint Period. Comparing the Complaint Period with the twelve-month period from October 1, 2023, through September 30, 2024, traffic on the Route increased from approximately {{[REDACTED]}} daily car miles to approximately {{[REDACTED]}} daily car miles.¹¹ The majority of the subdivisions on the Route also saw an increase in the number of trains per day or no change. For example, comparing the Complaint Period with the twelve-month period from October 1, 2023, through September 30, 2024, Gila Subdivision trains per day {{[REDACTED]}} {{[REDACTED]}} Del Rio Subdivision trains per day {{[REDACTED]}} {{[REDACTED]}} Houston Subdivision trains per day {{[REDACTED]}} {{[REDACTED]}} and Lafayette Subdivision trains per day {{[REDACTED]}} {{[REDACTED]}}¹²

As discussed in Part II, even with these growing volumes, Union Pacific's performance and Amtrak's performance on the Route have significantly improved as compared with the Complaint Period.

¹⁰ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Traffic Mix."

¹¹ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Daily Car Miles."

¹² See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Trains Per Day."

B. Union Pacific has been actively investing to increase capacity on its portion of the *Sunset Limited* Route.

The *Sunset Limited* Route runs through a large number of major metropolitan areas where congestion and variability are most likely to impact service. Expanding rail network capacity in these metropolitan areas to accommodate traffic growth often presents significant geographical, logistical, and political challenges in terms of addressing real estate availability, conflicts with existing roads and utilities, permitting requirements, and community relations. Notwithstanding these challenges, and because the Route is critical to Union Pacific and our customers, Union Pacific has made and continues to make significant investments to maintain and increase capacity on the Route.

Union Pacific acquired most of the Route through its merger with Southern Pacific in 1996. At the time of the merger, less than one-quarter of the Route had a second main track. Since the merger, Union Pacific has constructed approximately 470 miles of second main track, so 39% of the Route now has double-track main line, as shown below in Table 1.

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Table 1
Sunset Limited Route Single- and Double-Track (sorted west-east)¹³

Subdivision	Single Track (miles)	Double Track (miles)	Total Route (miles)	% Double Track
Alhambra	38	18	56	32%
Yuma	35	159	194	82%
Gila	93	162	255	63%
Lordsburg	0	305	305	100%
Valentine	201	12	212	6%
Sanderson	220	0	220	0%
Del Rio	160	17	178	10%
Glidden	170	18	188	10%
Houston	62	32	94	34%
Beaumont	75	4	79	5%
Lafayette	72	4	75	5%
Total	1126	731	1856	39%

Most recently, in June 2022, Union Pacific completed construction of eight miles of second main track from Crosby to Dayton, Texas, on the Houston Subdivision, at a cost of approximately \$40 million.¹⁴ Also, in 2023, Union Pacific completed a project that extended Englewood Yard’s departure tracks and created a bypass track to improve fluidity of trains moving through Houston at a cost of approximately \$70 million.¹⁵ Union Pacific is currently completing construction of nine miles of second main track west of West Colton, California, which will provide a double-track main line all the way from South Fontana to North Ontario in early 2025. The project is estimated to cost approximately \$50 million.

Union Pacific has also made significant investments in capacity by adding new sidings in excess of 14,000 feet and extending existing sidings on the Route. Running longer trains is a key

¹³ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Single and Double Track.”

¹⁴ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Houston Investments.”

¹⁵ See *id.*

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strategy for increasing capacity to accommodate traffic growth. To facilitate that strategy, since 2018, Union Pacific has added seven new passing sidings on single-track portions of the Route, including six on the Del Rio Subdivision and one on the Glidden Subdivision, as shown below in Table 2.

Table 2
New Passing Sidings Since 2018¹⁶

Siding	Subdivision	In Operation	Siding Length
Hacienda	Del Rio	8/5/2020	15,594
Inge	Del Rio	8/22/2020	15,000
Medina	Del Rio	11/18/2020	15,000
Yucca	Del Rio	11/25/2020	15,000
Richmond	Glidden	11/25/2020	12,464
Major	Del Rio	6/29/2022	14,640
Keller	Del Rio	6/25/2024	14,480

On average, each of these sidings cost approximately \$13 million, from design to completion of construction, and all but one of these new sidings is greater than 14,000 feet in length.

Since 2018, Union Pacific has also extended existing passing sidings at 23 locations on single-track portions of the Route, including six on the Valentine Subdivision, five on the Sanderson Subdivision, four on the Del Rio Subdivision, three on the Gila Subdivision, three on the Glidden Subdivision, and two on the Yuma Subdivision, as shown below in Table 3.

¹⁶ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Siding Investments.”

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Table 3
Extended Passing Sidings Since 2018¹⁷

Siding	Subdivision	In Operation	Old Length	New Length
Piedra	Gila	6/8/2019	8,280	15,560
Clyde	Yuma	8/6/2019	8,500	15,200
Bosque	Gila	8/10/2019	8,049	15,500
Mecca	Yuma	8/23/2019	8,388	14,420
Aztec	Gila	8/30/2019	8,275	15,000
McNary	Valentine	1/7/2020	8,018	15,078
Lasca	Valentine	1/31/2020	8,189	15,718
Marfa	Valentine	4/21/2020	8,375	15,389
Lull	Sanderson	4/24/2020	8,396	15,984
Finlay	Valentine	4/30/2020	7,552	16,611
Rosenfeld	Sanderson	5/2/2020	8,386	15,000
Kingsbury	Glidden	7/9/2020	8,422	17,263
Seco	Del Rio	7/22/2020	8,341	17,237
Sierra Blanca	Valentine	9/8/2020	10,265	15,000
Flatonia	Glidden	9/17/2020	9,957	15,000
Anacacho	Del Rio	10/14/2020	8,365	15,221
Johnstone	Del Rio	10/28/2020	8,239	15,529
Bernard	Glidden	11/18/2020	8,731	14,860
Wendell	Valentine	12/15/2021	8,366	15,189
Lenox	Sanderson	1/19/2022	8,377	16,500
Alpine	Sanderson	2/2/2022	8,314	15,040
Dryden	Sanderson	3/2/2022	8,747	15,000
Noonan	Del Rio	8/2/2022	9,463	16,200

On average, each of these siding extensions cost approximately \$8 million, from design to completion of construction, and all 23 sidings are now greater than 14,000 feet in length.

As shown in Tables 2 and 3, several of these capacity improvements were completed during the Complaint Period. Specifically, Union Pacific completed construction of second main track from Crosby to Dayton and the Englewood Yard project, added a new siding at Major, and

¹⁷ *See id.*

completed siding extensions at Wendell, Lenox, Alpine, Dryden, and Noonan during the Complaint Period. Union Pacific also added a new, 14,480-foot siding at Keller after the Complaint Period.

In total, these capacity addition projects completed since 2018—*i.e.*, second main track, yard departure tracks, bypass track, new sidings, siding extensions—cost approximately \$385 million, none of which was paid by Amtrak. These expenditures in new capacity are in addition to the approximately \$1.0 billion Union Pacific invested between 2019 and 2023 on capital maintenance projects to renew the existing infrastructure on the Route.¹⁸

At this point, Union Pacific is confident it has the necessary capacity in place to execute our operating plan, but we continually monitor the need for additional investment to align our supply of capacity with the demand for rail transportation. Also, Amtrak has the contractual right to request and pay for additional maintenance and infrastructure improvements performed or constructed by Union Pacific.¹⁹ Union Pacific has developed and shared with Amtrak several presentations on potential projects aimed at improving the *Sunset Limited's* performance. However, at no time has Amtrak sought to invest in infrastructure improvements to benefit *Sunset Limited* service.

II. As Union Pacific's Operations Have Improved, The *Sunset Limited's* On-Time Performance Has Also Improved.

I understand this proceeding is focused on Amtrak's on-time performance on the *Sunset Limited* Route during the Complaint Period. From my perspective, drawing meaningful conclusions from Amtrak's performance during the Complaint Period will be difficult, if not impossible, because Union Pacific's service as a whole was unacceptably poor during the Complaint Period. Where *Sunset Limited* trains operated on Union Pacific's lines, Union Pacific's

¹⁸ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Capital Maintenance."

¹⁹ See Union Pacific Reply Exhibit A, Art. III, § 4.3.

challenges directly affected Amtrak's on-time performance. However, Union Pacific's operations have improved significantly since the Complaint Period, and as Union Pacific's overall service improved, the *Sunset Limited's* on-time performance on the Route also improved.

In general, Union Pacific's challenges during the Complaint Period revolved around network congestion, including crew shortages. Those operational issues contributed significantly to delays experienced by the *Sunset Limited*, even when they were not the immediately observable cause. For example, as a result of congestion and resource shortages, freight trains were often operating behind schedule. These schedule deviations meant freight trains were interacting with *Sunset Limited* trains at times and in places where such interactions would ordinarily not occur, increasing the difficulties dispatchers faced in planning efficient meets and overtakes. Crew shortages also increased the time freight trains spent tied down in terminals and on nearby main lines and sidings waiting to be recrewed, which limited the routing options available to dispatchers trying to move *Sunset Limited* trains through terminals and across the main line.

The above-mentioned operating challenges also affected Union Pacific's ability to recover from mechanical and other incidents that directly or indirectly delayed *Sunset Limited* trains. For example, when a freight train stopped on a main line or a siding for an incident, inspection, or repair, the crew was more likely already short on time, and if the crew expired, the train would remain tied down longer than usual waiting to be recrewed. These tied-down trains, whether on main line or sidings, reduced the options available to dispatchers in arranging efficient meets and overtakes. Network congestion directly impacts dispatching priorities, as dispatchers would seek to avoid potentially significant harm to network fluidity that would result if a crew expired before reaching a crew change point.

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Union Pacific has experienced an operational turnaround since the end of the Complaint Period. As a result of hard work and dedicated efforts from employees across the railroad, service is now much more in line with customers' expectations and our own expectations. Metrics we use to monitor network health confirm this turnaround. For example, comparing the Complaint Period with the twelve-month period from October 1, 2023 through September 30, 2024, Union Pacific's network velocity {{[REDACTED]}} Daily Miles Per Car {{[REDACTED]}} Operating Inventory Per Carload {{[REDACTED]}} and Recrew Rate {{[REDACTED]}}²⁰ Union Pacific also experienced {{[REDACTED]}} in trains held hours—a measure of trains delayed en route by more than four hours—from an average of {{[REDACTED]}} trains held hours per day during the Complaint Period to an average of {{[REDACTED]}} trains held hours per day during the twelve-month period from October 1, 2023 through September 30, 2024.²¹ Of the average {{[REDACTED]}} trains held hours during the Complaint Period, {{[REDACTED]}} hours were for crew and {{[REDACTED]}} hours were for power. In contrast, just {{[REDACTED]}} hours were for crew and {{[REDACTED]}} hours were for power of the average {{[REDACTED]}} trains held hours between October 1, 2023, and September 30, 2024.²²

These operational improvements can also be seen on Union Pacific's portion of the *Sunset Limited* Route. Comparing the Complaint Period with the twelve-month period from October 1, 2023, through September 30, 2024, train velocity {{[REDACTED]}} Daily Miles Per Car {{[REDACTED]}} and Recrew Rate {{[REDACTED]}}²³ The *Sunset Limited* Route also experienced {{[REDACTED]}} in

²⁰ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Network Performance."

²¹ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Network Trains Held."

²² See *id.*

²³ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Sunset Route Performance."

trains held hours—from an average of {{[REDACTED]}} trains held hours per day during the Complaint Period to an average of {{[REDACTED]}} trains held hours per day during the twelve-month period from October 1, 2023 through September 30, 2024. Of the average {{[REDACTED]}} trains held hours during the Complaint Period, {{[REDACTED]}} hours were for crew and {{[REDACTED]}} hours were for power. In contrast, just an average of just {{[REDACTED]}} hours were for crew and {{[REDACTED]}} hour was for power of the average {{[REDACTED]}} trains held hours between October 1, 2023, and September 30, 2024.²⁴

As Union Pacific’s operations improved, Amtrak’s on-time performance also improved, both in terms of Union Pacific’s contractual on-time performance standard under the Operating Agreement (“Contract OTP”) and the FRA’s Customer OTP metric, as Katherine Novak describes in her reply verified statement.

Finally, in reviewing Amtrak’s Opening Statement in this proceeding, I observed that Amtrak frequently attributed the *Sunset Limited*’s poor on-time performance during the Complaint Period to Union Pacific’s operation of freight trains longer than nearby available sidings. Amtrak’s complaints are misguided. Union Pacific has been actively trying to increase the length of freight trains as a means of providing more efficient service to its customers and increasing capacity on its network. At the same time, Union Pacific has been investing to support operations of longer trains by extending and adding sidings, as discussed above. The most straightforward evidence that the *Sunset Limited*’s on-time performance is not related to the length of freight trains is a simple comparison: comparing the Complaint Period with the twelve-month period from October 1, 2023, through September 30, 2024, the *Sunset Limited*’s Contract OTP and Customer OTP

²⁴ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Sunset Trains Held.”

increased at the same time the average maximum freight train length of through trains on the Route also {{[REDACTED]}}²⁵

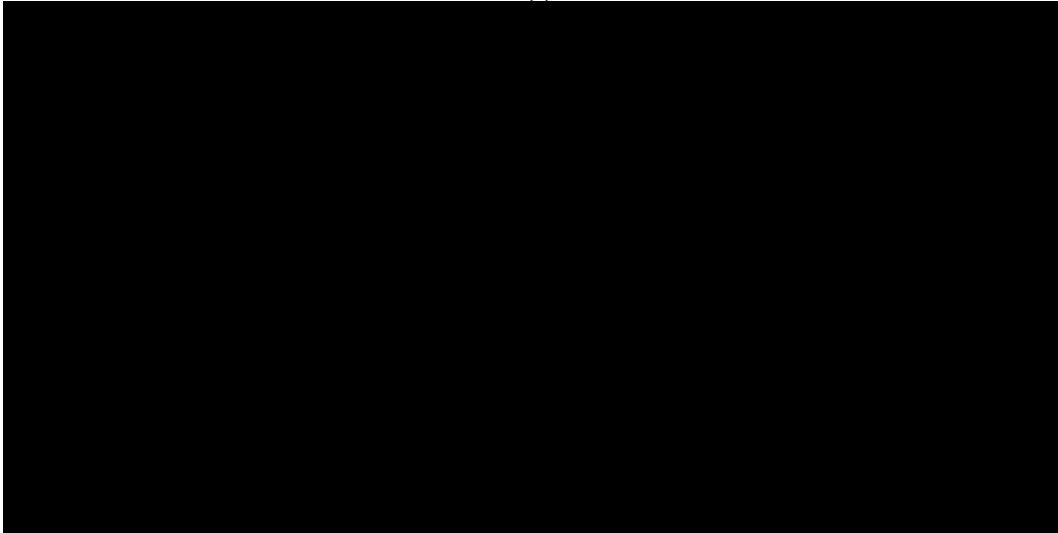
Union Pacific also took a closer look at a possible relationship between train length and *Sunset Limited* delays during the Complaint Period that Amtrak attributed to freight train interference (“FTI”). As shown in Figure 3, there is essentially no relationship between minutes of train delay attributed to FTI and freight train length for *Sunset Limited* Train 1 and Train 2. During the Complaint Period, Amtrak attributed 4,763 *Sunset Limited* delay events to FTI.²⁶ Union Pacific was able to associate a specific freight train with 4,442 of the delay events, representing 93% of the delay events.²⁷ This allowed Union Pacific to determine the length of the freight train associated with almost all the delay events attributed to FTI. Union Pacific then tested the strength of the correlation between the length of the train associated with the delay and the minutes of delay for each delay event. The results are shown below in Figure 3.

²⁵ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Sunset Route Performance.”

²⁶ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “FTI and Train Length Data.”

²⁷ See *id.* In many instances, Amtrak’s delay reports identified the lead locomotive of the freight train associated with the delay, which allowed us to identify the freight train involved. When Amtrak’s reporting did not identify the lead locomotive, or misidentified the lead locomotive (for example, by identifying a locomotive not on a freight train that interacted with a *Sunset Limited* train at the time or location identified in the delay report), Union Pacific manually reviewed data from our computer-aided dispatching system and train sheets to identify the freight train involved. Union Pacific obtained train length information from its Train Sheets.

Figure 3
***Sunset Limited* Trains 1 & 2 Interaction Train versus Delay Minutes²⁸**
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Union Pacific's analysis showed the R^2 was 0.004, which means the interaction train length explains just 0.4% of the variance in delay minutes. The same analysis shows the correlation between interaction train length and delay minutes is 0.063, which means there is essentially no correlation between interaction train length and delay minutes.

III. The *Sunset Limited* Route Will Always Present Challenges In Achieving Consistent On-Time Performance.

As discussed above, Union Pacific's operating improvements have substantially improved the *Sunset Limited* trains' on-time performance since the Complaint Period. However, the *Sunset Limited* Route presents challenges that preclude providing consistent Customer OTP, at least as long as Amtrak is unwilling to extend its current schedules.

The fundamental challenge with providing *Sunset Limited* trains consistent Customer OTP is the *Sunset Limited* Route's length, and therefore the amount of variability to which *Sunset*

²⁸ See Union Pacific Reply Workpaper "Janke workpapers.xlsx," Tab "Train Length Analysis."

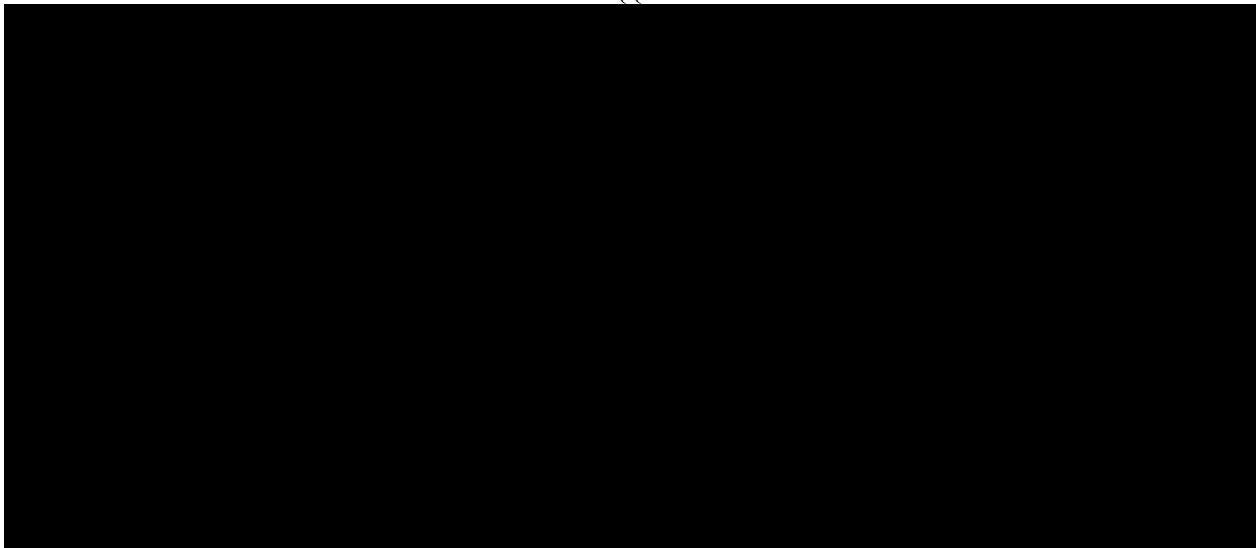
Limited trains are exposed. When operating from New Orleans to Los Angeles, *Sunset Limited* trains must travel approximately 1,994 miles in approximately 46.5 hours to reach their final destination on time, while also hitting fifteen-minute windows at 22 stations along the way. During each trip, *Sunset Limited* trains navigate seven dispatching handoffs between rail carriers and meet or overtake dozens of other trains. Delays occur for a variety of reasons, including events attributable to Amtrak, third-parties (e.g., trespassers, law enforcement actions), and natural forces. As discussed in Ms. Novak's verified statement, although Amtrak attributes most *Sunset Limited* delay time to host railroads, approximately 21% of delays are attributable to Amtrak and approximately 8% of delays are attributable to third parties. The impact of these delays can be compounded because the delayed Amtrak train then interacts with and is delayed by freight trains with which it never would have interacted had it remained on schedule.

In reviewing Amtrak's Opening Statement, I observed that Amtrak suggested the problem with providing the *Sunset Limited* consistent Customer OTP is that Union Pacific's dispatchers handle the *Sunset Limited* less favorably than they handle freight trains—particularly Union Pacific's high priority intermodal trains, commonly called "Z trains." To address this issue, Union Pacific developed an "apples-to-apples" comparison of the *Sunset Limited*'s performance and Z trains' performance during the Complaint Period. Union Pacific identified two common reporting points for both types of trains, Deming, New Mexico, and Palm Springs, California.²⁹ Union Pacific then calculated *Sunset Limited* Train 1's and Train 2's median transit time performances compared to their fastest theoretical transit times (that is, their pure running time plus dwell time between those points under their schedules). Union Pacific also calculated its

²⁹ During the Complaint Period, no Z trains operated east of El Paso/Sierra Blanca. Deming is the first station on the *Sunset Limited* schedules west of El Paso.

Z trains' median transit time performances compared to the fastest single run of any Z train between those points during the Complaint Period—separately for westbound and eastbound Z trains.³⁰ As shown below in Figures 4 and 5, the data show *Sunset Limited* Train 1 and Train 2 both consistently outperformed the Z trains—that is, they ran closer to their fastest theoretical transit times than the Z trains did, both in terms of absolute variance and percentage variance. In other words, *Sunset Limited* trains received better treatment than Z trains.

Figure 4
***Sunset Limited* Train 1 versus Westbound Z Trains³¹**
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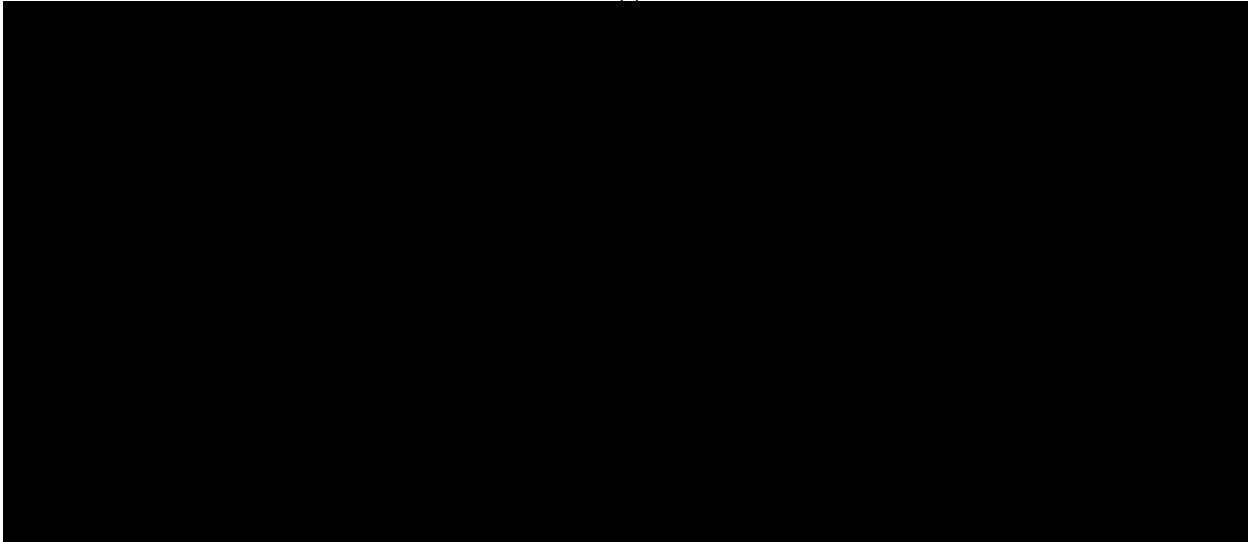


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³⁰ Union Pacific used the fastest transit time for any one Z train during the period as a proxy for the fastest theoretical transit time.

³¹ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Schedule Variability.”

Figure 5
Sunset Limited Train 2 versus Eastbound Z Trains³²
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Despite the favorable treatment *Sunset Limited* trains receive from dispatchers, the *Sunset Limited* train schedules are simply too tight to account for all the variability associated with operating long-distance routes, especially given it is much more difficult to achieve a station-to-station Customer OTP than it is to achieve Contract OTP. When Union Pacific schedules its own long-distance trains, it more accurately accounts for variability. For example, during the Complaint Period, Union Pacific’s regularly scheduled eastbound Z train between City of Industry in California and Global 4 in Chicago had a planned run time (excluding crew changes and fueling) between Palm Springs and Deming of {{ [REDACTED] }} By contrast, *Sunset Limited* Train 2’s planned run time (excluding dwell time) between Palm Springs and Deming was 10 hours and 29 minutes.³³ Similarly, Union Pacific’s regularly scheduled westbound Z train between Global 4 and City of Industry had a planned run time (excluding crew changes and fueling)

³² See *id.*

³³ See Union Pacific Reply Workpaper “Janke workpapers.xlsx,” Tab “Schedule Comparison.”

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between Palm Springs and Deming of {{[REDACTED]}} By contrast, *Sunset Limited* Train 2's planned run time (excluding dwell time) between Palm Springs and Deming was 10 hours and 32 minutes.³⁴ Even accounting for the difference in maximum speed achievable by the two trains, Union Pacific's schedule is far more forgiving than Amtrak's because Union Pacific develops and refines its schedules based on actual operating experience over the Route.

Union Pacific can appreciate Amtrak's reluctance to extend schedules by including more recovery time at intermediate stations. On some individual runs, *Sunset Limited* trains achieve 80% Customer OTP. In those instances, if schedules had been extended, trains might arrive early at stations, then wait longer to depart. Extending schedules also is not ideal for Union Pacific, because most of the station platforms served by *Sunset Limited* trains are on main line track. However, the FRA's Customer OTP metric creates a situation where Amtrak cannot have it both ways: if Amtrak insists on a schedule that works only under ideal circumstances, its trains will be late when they encounter variability along the Route.

³⁴ *See id.*

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VERIFICATION

I, Grant A. Janke, declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this reply verified statement.

Executed on December 23, 2024.

/s/ Grant A. Janke

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. NOR 42175

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f) FOR SUBSTANDARD PERFORMANCE OF
AMTRAK'S SUNSET LIMITED TRAINS 1 AND 2

REPLY VERIFIED STATEMENT OF ERIN BATT

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REPLY VERIFIED STATEMENT

OF

ERIN BATT

My name is Erin Batt. I am Vice-President of the Harriman Dispatching Center for Union Pacific Railroad Company, a position I have held since April 1, 2024.¹ I joined Union Pacific in 2006 as an apprentice train dispatcher and held multiple roles within the company's Harriman Dispatching Center, including Corridor Manager, Director of Train Management, Superintendent Network Control, Superintendent Dispatching, Senior Director-Operations Support, Assistant Vice President & Chief Safety Officer, General Manager Field Transportation Operations, and most recently, Assistant Vice President Locomotive Distribution & Network Operations. I hold bachelor's degrees in criminal justice and sociology from Midland University.

In my current job, my team and I are responsible for the safe and efficient dispatching of trains across Union Pacific's 23-state network. Our mission is to control the access and movement of all trains, equipment, and personnel operating on Union Pacific's 32,000-mile network in a safe and efficient manner. That entails managing locomotives and crews, including crew calling functions, creating and modifying train schedules and movements in response to ever-changing network circumstances, and facilitating track construction and rehabilitation projects. From a safety perspective, our team is trained to plan for and respond to emergency events from mechanical issues to crossing incidents to hurricanes. And we coordinate closely with first responders and the communities we operate through.

¹ Acronyms and abbreviations are as defined in Union Pacific's Reply Statement unless otherwise specified herein.

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I am submitting this statement to address the dispatching of freight and passenger trains on the Union Pacific-owned portions of the *Sunset Limited* Route traversed by Amtrak's *Sunset Limited* Trains 1 and 2. First, I describe the dispatching function at Union Pacific, including the basic responsibilities of dispatchers and dispatchers' use of Union Pacific's computer-aided dispatching system ("CADX"). Second, I describe the procedures used to coordinate dispatching of Amtrak's *Sunset Limited* trains with other host carriers. Third, I explain how Union Pacific ensures Amtrak trains receive the preference to which they are entitled and address other dispatching-related issues raised by Amtrak in its opening statement filed in this proceeding.

I. Dispatching Overview

Union Pacific dispatches most trains moving across our network from the Harriman Dispatching Center ("HDC"), Union Pacific's rail traffic control center in Omaha, Nebraska. HDC operates 24 hours per day, 365 days per year. Employees at HDC are responsible for dispatching trains and managing locomotives and train crews. Safety and efficiency are paramount at HDC. HDC establishes and enforces rigorous protocols to enhance safety and minimize the risk of accidents associated with train operations. Centralized oversight of train dispatching and locomotive and crew resources improves service reliability and efficiency.

As of November 1, 2024, Union Pacific employs 355 dispatchers who are assigned to 66 "desks," each of which corresponds to a specified territory across the network. Union Pacific also employs more than 100 Corridor Managers, each of whom supervises one or more dispatching desks within a geographic region. Although most of the railroad is dispatched from HDC, some Union Pacific dispatchers are located in Spring, Texas, and work alongside dispatchers from BNSF and CPKC to dispatch portions of the railroad in Texas and Louisiana.

Union Pacific staffs a dedicated 24-hour passenger operations desk, known as the Amtrak Corridor Desk. The Amtrak Corridor Desk monitors Amtrak trains on Union Pacific's network to

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identify potential issues, collaborate with the responsible dispatcher to resolve issues, and communicate directly with Amtrak. The Amtrak Corridor Desk is strategically positioned to facilitate real-time access and coordination with on-duty dispatchers and corridor managers. The Amtrak Corridor Desk monitors the location and performance status of Amtrak trains and corresponding network conditions, and it handles incident management support for Amtrak trains, such as weather issues and derailments. Amtrak has a direct line to Union Pacific's Amtrak Corridor Desk. The Amtrak Corridor Desk coordinates services needed by Amtrak, such as the provision of Union Pacific rescue locomotives and crews to pilot Amtrak trains. Additionally, the Amtrak Corridor Desk coordinates with Union Pacific's Engineering team to minimize both known and unexpected maintenance-of-way, signal, and other events that can impact passenger train performance.

A. Dispatcher Responsibilities

Union Pacific dispatchers are responsible for ensuring trains and crews move safely and efficiently across our network and that no train is delayed unnecessarily. Dispatching trains on a busy network like ours is an extraordinarily challenging job. During each shift, a dispatcher makes hundreds of discretionary decisions about how to handle the flow of train traffic, using his or her knowledge and experience to evaluate the available information and the potential outcomes from proceeding with one decision among the many possible options. Although each dispatcher is guided by core policies set by the railroad and must adhere strictly to safety protocols, they have significant autonomy to make dispatching decisions to respond to constantly changing network circumstances.

Dispatchers are primarily responsible for authorizing occupancy of main track and controlled sidings by trains, maintenance crews, and other personnel who need to occupy track to perform their duties. Depending on the circumstances, dispatchers provide authority by issuing

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verbal directives or by lining signals using CADX—Union Pacific’s computer-aided dispatching system, which is discussed further below. Each dispatcher is responsible for a specific territory, and it is the dispatcher’s responsibility to ensure trains move safely from one segment of a territory to another. This involves carefully planning train movements to ensure trains do not occupy the same track segment simultaneously. When dispatchers begin their shifts, they develop a basic plan for successfully moving trains through their territories for the duration of their shifts. Dispatcher plans take into account current traffic, expected traffic, the physical characteristics of the territory, characteristics of train and crew performance, train priorities, track and signal maintenance requirements, and information gathered from maintenance crews, yard personnel, and dispatchers on adjoining territories. For example, when dispatchers know two trains will converge from opposite directions in single-track territory, they must plan for the trains to meet at a passing siding. Dispatchers use their knowledge of the territory, including the location and length of available sidings, and the characteristics of the trains involved, including their speed, size, and relative priority, along with information about crew hours of service and other potentially affected trains, to determine the most efficient location for the meet and which train should take the siding to promote safe, efficient operations.

Once dispatchers have a basic plan in place, they spend the remainder of their shifts monitoring train movements and the conditions affecting those movements, then adjusting their plans to respond to changed conditions. Dispatchers are aided by the Advanced Movement Planner function of CADX (discussed more below), which creates a real-time plan for each train operating on the network with the goal of minimizing disruption to train schedules. Dispatching requires skills developed from training and previous experiences handling a diverse set of dispatching situations. Changing conditions, including delays and unforeseen events, are inevitable. Trains can

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fall behind schedule for a wide variety of reasons, such as when they are delayed in departing terminals or when main line work events or track maintenance take longer than planned. Dispatchers must react to those events, as well as to emergencies affecting main line operations, such as mechanical failures, signal malfunctions, and track obstructions. These unplanned events frequently require dispatchers to make last-minute traffic management decisions and devise alternative plans to ensure the safety of rail operations, while minimizing the impacts of disruptions on nearby trains and territories. For example, a dispatcher may need to direct a train experiencing a mechanical issue into a passing siding that was going to be used for a meet involving different trains. The dispatcher then must develop a new plan to safely accommodate that meet and address other potential consequences of the disruption on operations across his or her territory, such as a crew that might be approaching its hours-of-service limits at an unplanned location because of the delay. For even a short delay, an entire plan for a dispatching shift may have to be reformulated. Dispatchers may need to reformulate their plans several times during the course of a shift as unplanned events occur.

As part of their responsibility for ensuring trains and crews move safely and efficiently across our network, dispatchers monitor crew hours to ensure compliance with the Federal Hours of Service Act. Dispatchers also have responsibilities for applying public safety and security measures relating to train operations in the event of incidents potentially affecting public safety and security, and they coordinate with train crews, emergency personnel, law enforcement, and other responders in the event of an incident.

B. Dispatcher Training

Because dispatchers play such a critical role in keeping train crews and other railroad personnel safe, as well as ensuring safety in the communities through which trains travel, they undergo extensive training. The time between when dispatchers are hired and when they operate

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on their own is typically about six months. For the first three months, dispatchers receive classroom training. They are then tested on their knowledge and skills. Only those who score 90% or higher on proficiency tests continue with the program. Those who advance beyond the classroom component then undergo a three-month on-the-job training period before they are allowed to perform on their own.

Dispatchers receive extensive training regarding train operations and the rules governing train operations. Sources of rules dispatchers must learn include federal laws and regulations, the General Code of Operating Rules, Union Pacific's General Code of Operating Rules, and Union Pacific's train dispatcher rules, timetables, track bulletins, office notices, standard processes, and general orders. Dispatchers also receive instruction regarding Amtrak's right to preference, as discussed below in Part III. They also receive extensive training about how to handle properly the wide variety of situations they will encounter, from the basic procedures for providing trains authority to enter main line track, to recognizing developing incidents and intervening to prevent them, to responding to reported emergencies.

A substantial part of dispatcher training is on-the-job training designed to develop territory-specific knowledge, experience, and judgment. When dispatchers are assigned to a territory, they receive extensive training regarding the physical characteristics of the territory, typical train operations in the territory, and how to best address recurring challenges. Dispatchers' day-to-day judgments in planning meets between opposing trains and planning for faster trains to overtake slower trains, as well as their ability to develop new plans as circumstances change, depend critically on the wealth of experience they accumulate through repeated, first-hand observations of train operations in their territories under a variety of different conditions. Dispatchers rely on their knowledge and experience to develop and adapt plans that affect not only immediate conflicts

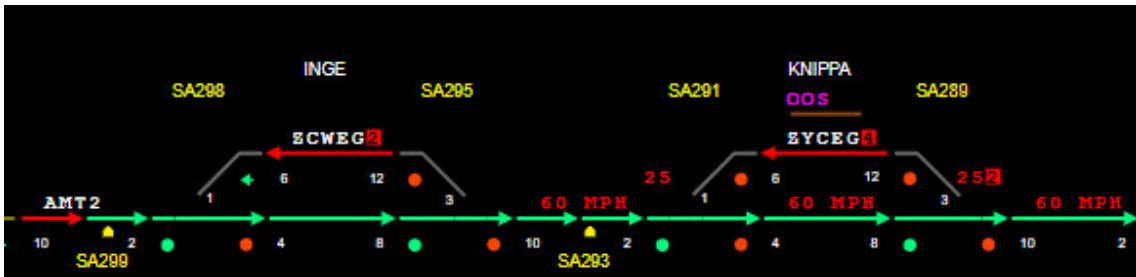
between trains, but also the sequence of follow-on effects that flow from each decision to advance or stop a particular train at a particular location.

At Union Pacific, dispatcher training never ends. Dispatchers must complete an annual Rules update training class, annual General Code of Operating Rules testing, annual peer training, and monthly Dispatcher Training Exercise System testing.

C. Dispatchers' Use of CADX and Advanced Movement Planner

Union Pacific dispatches trains using a computer-aided dispatching system called CADX. CADX is an advanced software and communication system that provides dispatchers real-time data and allows them to control traffic in their assigned territories. CADX allows dispatchers to see a segment of track, including the location of trains, the status of signals, and other important information about the status of the track, such as the presence of maintenance crews and slow orders. Each dispatcher has four to six “overview screens” they watch to monitor their territories and make their dispatching judgments and decisions. An example of what a dispatcher might see on one of his or her overview screens is provided below in Figure 1. The example is from November 22, 2024, on Union Pacific’s Del Rio Subdivision.

**Figure 1
CADX Snapshot**



In Figure 1, the lines represent the main line track and passing sidings. The red lines with arrows represent trains and their direction of movement. The green lines represent the authority

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ahead of the trains (the area through which the dispatcher has authorized one or more trains to travel). The red and green circles represent signals. The alphanumeric codes in yellow represent control points. In this example, the dispatcher has set two meets between Amtrak (AMT2) and two Z trains (ZCWEG and ZYCEG) at Inge and Knippa sidings.

As discussed above, developing an efficient plan for dispatching a territory requires substantial knowledge, experience, and judgment. For example, in the circumstances shown in Figure 1, the dispatcher had two westbound Z trains (ZCWEG and ZYCEG) clear of the main line in sidings at Inge and Knippa in advance of AMT2's arrival to allow AMT2 to run unopposed on the Del Rio Subdivision's single main track.

When dispatchers make decisions, they enter information into CADX to execute their plan. Dispatchers then make selections within CADX to put their plans into action. Their screens show detailed information, such as signal numbers, switch numbers, track numbers, and siding lengths. For example, referring back to Figure 1 above, a dispatcher would tell CADX to line the switches at control points SA295 and SA289 to allow the Z trains to enter the Knippa and Inge sidings. The dispatcher would then tell CADX to line the switches at control points SA295 and SA289 back for main track movement and line signals for AMT2 so Amtrak can continue on the main line.

CADX includes a subsystem called Advanced Movement Planner,² which was activated across the network between May 2021 and October 2021. Advanced Movement Planner is essentially an optimizing algorithm that creates a real-time recommended plan for movement of each train operating on our network (with certain important exceptions). The plans are designed to minimize disruption to train schedules, while taking into account, among other things, priorities

² Union Pacific referred to this subsystem as "Movement Planner" in its responses to the Board's requests for information filed on September 25, 2023, but "Advanced Movement Planner" is the full, correct name of the subsystem.

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assigned to trains. The plans are communicated to CADX, where they are translated into suggested indications about how signals and switches should be lined to execute the recommended plans. Dispatchers see these recommendations on their CADX screens. Advanced Movement Planner updates the plan every 22 seconds, reflecting the need to adapt dispatching plans in light of constantly evolving conditions.

Currently, dispatchers have choices about how they use plans generated by Advanced Movement Planner. They can set tracks to “automatic mode,” allowing CADX to automatically control signals and switches. They can also set tracks to “manual mode,” allowing them to see the plan developed by Advanced Movement Planner but requiring manual entry of changes to signals and switches. In addition, trains can be set to “automatic” or “manual.” Most trains are set to automatic, but trains are set to manual if there is no schedule for the train in the system (*e.g.*, yard jobs that might nose out onto a main line, trains that are tied down, trains completing work events, local trains serving customers that have turn around schedules, or crews conducting an inspection of a train). Advanced Movement Planner does not create plans for trains set for manual and therefore cannot account for them in the same way as other trains in its overall planning process.

Even when CADX is set to operate automatically, a dispatcher remains fully responsible for monitoring and directing all movements. Dispatcher responsibility is especially important because Union Pacific continues to refine and develop the functionality of both CADX and the Advanced Movement Planner algorithm to ensure they appropriately account for and address the wide variety of issues that arise in planning movements on a complex, ever-changing network.

{{ [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] } } Further, the

Advanced Movement Planner algorithm does not contain a set of rules that account for Amtrak’s preference. In the Advanced Movement Planner algorithm, Amtrak trains and Union Pacific’s premium intermodal trains are assigned the highest numeric priority. Dispatchers are therefore required to give particular attention to automated dispatching suggestions in territories where Amtrak trains are operating.

{ { [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] } }³

{ { [REDACTED]

[REDACTED]

³ See Union Pacific Reply Workpaper “Batt workpapers.xlsx,” Tab “Signal Lining Nov-21 to Dec-22.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]}

In sum, dispatchers are exercising their independent judgment in every individual dispatching decision, relying on a suite of tools including their classroom and on-the-job training, years of experience, and system resources like Advanced Movement Planner.

II. Coordinating With Other Host Carriers When Dispatching *Sunset Limited* Trains

Union Pacific is responsible for dispatching the *Sunset Limited* on most of the *Sunset Limited* Route. However, *Sunset Limited* Trains 1 and 2 neither originate nor terminate on Union Pacific. Union Pacific dispatchers therefore must coordinate with other host carriers to receive and handoff *Sunset Limited* trains. In this section, I discuss the procedures used to coordinate dispatching of *Sunset Limited* trains with other host carriers.

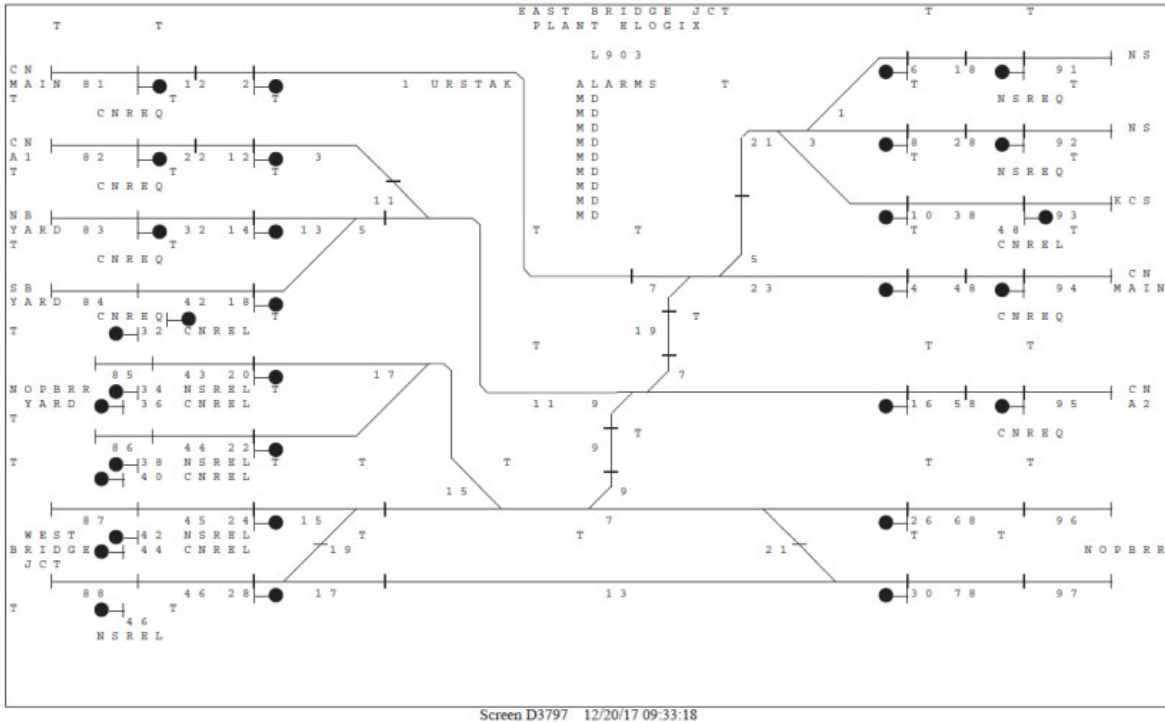
A. East Bridge Jct.

Sunset Limited Train 1 originates, and *Sunset Limited* Train 2 terminates, on Amtrak-owned track in New Orleans, Louisiana. Union Pacific's first interaction involving Train 1 occurs as the train approaches East Bridge Jct. East Bridge Jct. is a complex, congested location, where trains moving north-south across New Orleans Public Belt Railroad's Huey P. Long Bridge in interchange between Union Pacific and BNSF on the one hand, and CSX and NS on the other,

⁴ See Union Pacific Reply Workpaper "Batt workpapers.xlsx," Tab "Signal Lining Jan-24 to Oct-24."

interact with trains moving east-west on lines owned by CN, CPKC, and NS. The schematic below helps illustrate the complex nature of operations at East Bridge Jct.

**Figure 2
Schematic of East Bridge Jct.**



Union Pacific controls the interlocker at East Bridge Jct. pursuant to a 2019 agreement with CN intended to improve operations through the area. Union Pacific also controls the interlocker at West Bridge Jct., where BNSF assumes responsibility for *Sunset Limited* Train 1. As Train 1 is approaching East Bridge Jct., CN notifies the Union Pacific dispatcher controlling the interlocker, who in turn notifies the BNSF dispatcher responsible for dispatching Train 1 on the BNSF-maintained portion of the Lafayette Subdivision. The Union Pacific-BNSF communication is designed to ensure Train 1 is not held on the bridge, blocking other traffic. Once BNSF confirms it will be able to accept Train 1, Union Pacific's dispatcher requests a signal at the East Bridge Jct. interlocker. When CN acknowledges the signal, the Union Pacific dispatcher lines the switches at

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East Bridge Jct. and West Bridge Jct., so Train 1 can move across the bridge and onto BNSF-dispatched track in Avondale, and the Amtrak crew contacts the BNSF dispatcher for a track warrant to move onto BNSF's Lafayette Subdivision.

Sunset Limited Train 1 is usually on or close to schedule when it reaches East Bridge Jct. Union Pacific tries to plan freight movements so the passenger train stays on schedule. However, clearing a route in advance sometimes is not possible. On average, approximately 33 trains per day move through the interlocker at East Bridge Jct., and 18 trains per day move between East Bridge Jct. and West Bridge Jct. At times, Train 1 arrives at East Bridge Jct. when other trains are moving through the junction or occupying the lines between East Bridge Jct. and West Bridge Jct. For example, trains interchanged by BNSF or Union Pacific, on the one hand, and CSX or NS, on the other hand, are sometimes held between the two junctions when they cannot immediately be received at the locations designated for interchange. Union Pacific dispatchers employ every effort to anticipate Train 1's arrival and hold freight traffic to allow a clear path over the bridge, but ensuring Amtrak will never experience freight train interference would cause massive backups and delays to freight movements for all carriers moving traffic through the New Orleans gateway. The coordination issues involving Train 2 are similar to the issues involving Train 1. As discussed below, Union Pacific dispatchers will not allow Train 2 to proceed through West Bridge Jct. and across the Huey P. Long Bridge until CN confirms that it will be able to accept the train at East Bridge Jct. to ensure Train 2 is not held on the bridge.

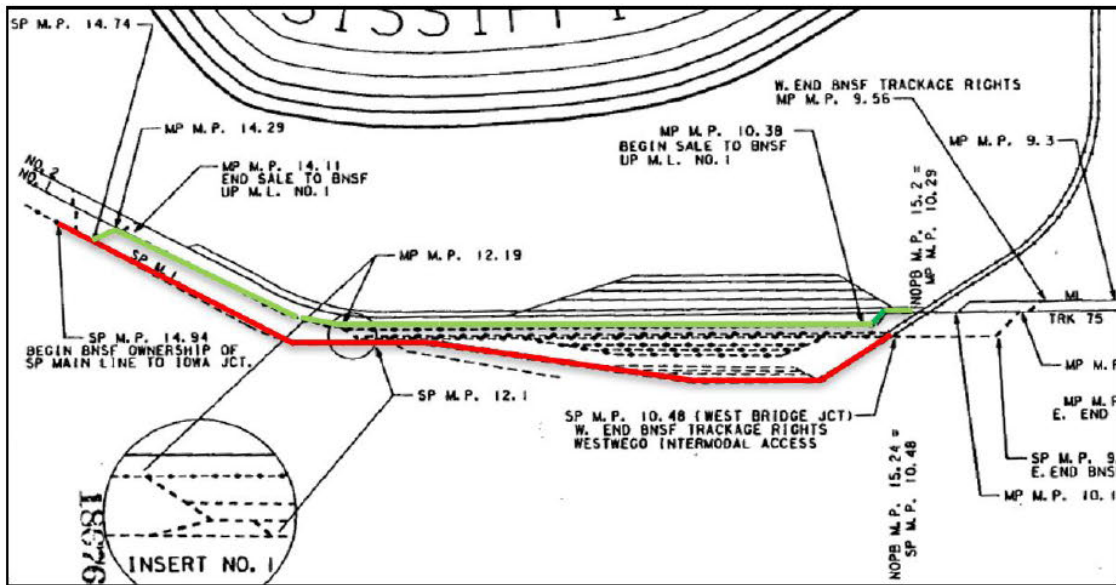
B. West Bridge Jct.

As discussed above, Union Pacific controls the interlocker at West Bridge Jct. *Sunset Limited* Train 1 usually goes through West Bridge Jct. to BNSF track and remains on BNSF track through Live Oak. On rare occasions, *Sunset Limited* trains use the former Southern Pacific main

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line between West Bridge Jct. and Live Oak.⁵ The schematic below shows the BNSF route (in green) and the route over the former Southern Pacific main line (in red).

Figure 3
West Bridge Jct. to Live Oak



As noted above, when Train 1 arrives at East Bridge Jct., Union Pacific will not move Train 1 across the bridge until BNSF can accept Train 1 at West Bridge Jct. to prevent Train 1 from being held on the bridge, blocking interchange with CSX and NS. Union Pacific cannot control the availability of BNSF's portion of the *Sunset Limited* Route, but BNSF is usually able to accept Train 1 once it is able to move across the bridge.

Train 2 can face the same challenges moving through West Bridge Jct. as Train 1 faces moving through East Bridge Jct. Union Pacific is notified by BNSF when Train 2 is on the way,

⁵ Based on a review of Union Pacific's archived data, my team identified six *Sunset Limited* runs from November 3, 2021, through September 30, 2022, that were routed using the former Southern Pacific main line. The archived data do not include a field necessary to confirm the routing prior to November 3, 2021. See Union Pacific Reply Workpaper "Batt workpapers.xlsx," Tabs "AMT1 Avondale Route" & "AMT2 Avondale Route."

but Train 2 will not be cleared through West Bridge Jct. until it has a route across the bridge and can be accepted by CN. Dispatchers make every effort to anticipate Train 2's arrival and hold freight traffic to allow a clear path over the bridge, but variability in Train 2's arrival time at the end of its multi-day trip can thwart a dispatcher's best efforts.

C. Live Oak

As *Sunset Limited* Train 1 moves westward from BNSF track in Avondale to BNSF's Lafayette Subdivision, it passes through Live Oak. Union Pacific controls the signal at Live Oak, which is also where Union Pacific trains move between Union Pacific's Avondale and Livonia Subdivisions. Between Live Oak and Iowa Jct. (discussed below), the *Sunset Limited* moves over track jointly owned and operated by Union Pacific and BNSF. Union Pacific and BNSF have joint responsibility for dispatching the track between Live Oak and Dawes, Texas, but a BNSF employee dispatches the segment between Iowa Jct. and Live Oak from Union Pacific and BNSF's Joint Dispatching Center in Spring, Texas.

Union Pacific dispatchers provide a signal for the *Sunset Limited* Train 1 when they receive a request from BNSF. Union Pacific is not aware of any pattern of delays to Amtrak trains at Live Oak caused by Union Pacific's control of the signal. If Train 1 is delayed at Live Oak, it would be because Amtrak needs to obtain authority from BNSF to enter BNSF's Lafayette Subdivision.

Similarly, Union Pacific provides a signal at Live Oak when Train 2, traveling eastward, moves from BNSF's Lafayette Subdivision to BNSF's tracks in Avondale. Union Pacific is not aware of any pattern of delays to Amtrak trains at Live Oak caused by Union Pacific's control of the signal. Any delay would be related to BNSF's ability to accept the train in Avondale, not Union Pacific's control of the signal.

D. Iowa Jct.

Union Pacific and BNSF interchange at Iowa Jct., which is where BNSF's Lafayette Subdivision ends and Union Pacific's Lafayette Subdivision begins. As noted above, Union Pacific and BNSF have joint responsibility for dispatching the track between Live Oak and Dawes, but a Union Pacific employee dispatches the segment between Iowa Jct. and Dawes from the Joint Dispatching Center in Spring, Texas. BNSF typically provides advance notice of *Sunset Limited* train arrivals. *Sunset Limited* trains will be held at Iowa Jct. if Union Pacific cannot accept them immediately because of traffic on the Lafayette Subdivision, which is single track with limited sidings. BNSF trains moving to BNSF's Lafayette Subdivision will occasionally be in the way. (Union Pacific generally routes trains moving east to New Orleans using the Livonia Subdivision via directional operations, which improves the *Sunset Limited's* operations on BNSF's portion of Lafayette Subdivision).

For Train 2, Union Pacific is sometimes required to hold the train on its Lafayette Subdivision when BNSF cannot accept the train. For example, BNSF may refuse to accept Train 2 if one of its own trains is moving westbound on the Lafayette Subdivision and there are no available sidings between the train's location and Iowa Jct.

E. Neches River Bridge/Beaumont

Between Iowa Jct. and Tower 31 just east of Beaumont, Texas, Train 1 is dispatched by a Union Pacific employee working in Union Pacific and BNSF's Joint Dispatching Center. When Train 1 is an hour or so from Tower 31, the Union Pacific dispatcher contacts a CPKC dispatcher also located in the Joint Dispatching Center to determine whether CPKC can accept the train on the CPKC-owned line that Union Pacific, BNSF, and Amtrak use to cross the Neches River. The CPKC dispatcher hands the train back to the Union Pacific dispatcher at Wall Street, and Union

Pacific dispatches the train from that point at Wall Street through to Yuma Jct. in California. For Train 2, Union Pacific and CPKC follow essentially the same process in reverse.

F. Yuma Jct.

At Yuma Jct., Union Pacific hands Train 1 to the Southern California Regional Rail Authority (known as “Metrolink”). A Union Pacific dispatcher notifies the Metrolink dispatcher about an hour prior to the interchange. If any schedule deviations or irregularities occur, Union Pacific and Metrolink train dispatchers communicate with each other to establish a mutual understanding of any adjustments or alternative planning that must take place. If there is a planned engineering curfew or a service interruption blocking the normal route between Yuma Jct. and El Monte, California, Train 1 can be interchanged between Union Pacific and Metrolink at Bassett, California. The use of this alternate routing would be discussed and agreed upon ahead of time by Union Pacific and Metrolink. Metrolink hands Train 2 moving eastward to Union Pacific in the same manner but in the reverse order.

III. Amtrak’s Complaints Related to Dispatching Practices

I am aware that Amtrak’s complaint in this case involves whether Union Pacific gives Amtrak’s trains preference. I am also aware that Amtrak claims many delays to the *Sunset Limited* were caused by decisions in which dispatchers did not give preference to the *Sunset Limited*. In this Part, I discuss how Union Pacific’s dispatchers are trained and supervised to ensure they give Amtrak preference. I also discuss how dispatchers are expected to resolve dispatching conflicts in several types of situations Amtrak identifies that sometimes cause delays to the *Sunset Limited*.

A. Union Pacific dispatcher training regarding Amtrak’s preference

Union Pacific’s dispatchers receive training and instruction regarding protocols for dispatching Amtrak trains as part of their initial training and over the course of their dispatching careers. Dispatchers are taught that Amtrak trains are the highest priority trains and that, pursuant

to federal law, Amtrak trains must be given preference over freight trains.⁶ These principles are reinforced through periodic performance monitoring and situation-specific feedback and coaching. With regard to prioritizing trains, dispatchers are expected to develop and execute tactical plans with the objective of keeping Amtrak trains moving in order to comply with our contractual obligation to operate Amtrak trains on time.⁷ With regard to preference, dispatchers are taught that in resolving dispatching conflicts between freight trains and Amtrak trains, they must give greater weight to Amtrak's interests. For example, dispatchers are instructed to avoid dispatching decisions that would result in the *Sunset Limited* trains following slower freight trains unnecessarily. However, they are also taught that Amtrak's preference does not mean they should disregard impacts to other trains or the network as a whole to ensure Amtrak trains are never slowed or stopped en route.⁸ Dispatchers must consider a range of variables in resolving potential conflicts between trains including each train's priority, schedule, crew hours of service, and impacts on other trains. If a decision is made to delay an Amtrak train, whether because of a dispatching conflict or for any other reason, dispatchers must inform their corridor manager, who in turn notifies Union Pacific's Amtrak Corridor Desk.⁹ These notifications typically occur through oral communications and facilitate situation-specific feedback and coaching.

⁶ See, e.g., Union Pacific Reply Exhibit D at 3 { [REDACTED] }
[REDACTED]

⁷ See, e.g., Union Pacific Reply Exhibit F at 2 { [REDACTED] }
[REDACTED] } *id.* at 4 { [REDACTED] }

⁸ See, e.g., Union Pacific Reply Exhibit E at 3 { [REDACTED] }
[REDACTED] } see also Union Pacific Reply Exhibit F at 6 { [REDACTED] }
[REDACTED] }

⁹ See, e.g., Union Pacific Reply Exhibit E at 3 { [REDACTED] }
[REDACTED] }

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Ensuring compliance with Amtrak's preference is an integral component of Union Pacific's dispatching operations. The expectation of all dispatching employees is that Amtrak's preference will be honored. Dispatchers' performance handling Amtrak trains is periodically reviewed, and dispatchers receive feedback from their supervisors. Additional coaching and training are employed if any dispatcher fails to meet the expectations of his or her role, including expectations concerning dispatching of Amtrak trains. Union Pacific does not formally evaluate dispatchers based specifically on their handling of Amtrak trains. Not all dispatchers have responsibilities for territories that have Amtrak trains. Union Pacific's view is that {{ [REDACTED] [REDACTED] [REDACTED] }}

Amtrak has long been able to ensure Union Pacific's dispatchers are giving preference to its trains, including the *Sunset Limited*. Amtrak has real-time access to the CADX screens for Union Pacific's portion of the *Sunset Limited* Route and can contact Union Pacific's Amtrak Corridor Desk if it believes preference is being violated. I am not aware of Amtrak having contacted the Amtrak Corridor Desk with any specific preference violation claims related to *Sunset Limited* trains during the Complaint Period.

B. Dispatching decisions and longer trains

Many of Amtrak's complaints focus on delays to the *Sunset Limited* involving longer freight trains. Union Pacific's dispatchers are responsible for moving trains that enter their territory and resolving conflicts between trains, not determining network design and operating strategy with respect to train length. Train length does not impact a train's priority under Union Pacific's dispatching protocols, and it does not impact dispatchers' obligations to give Amtrak preference. However, train length may affect individual dispatching decisions. On any given shift, a dispatcher must make hundreds of decisions aimed at maintaining safe and efficient operations, including

decisions about the location of train meets. Where a particular train meet occurs on any given day can depend on a variety of factors, including train priorities, whether the trains are on schedule, train crew hours-of-service considerations, other activity on the line, siding availability near the location of the meet, the lengths of available sidings near the location of the meet, and train lengths.

For example, a dispatcher may hold a longer train in a yard, knowing a shorter train will soon pass the yard, so that the shorter train can proceed on the main line and not follow the longer, likely slower, train. As another example, if circumstances have developed such that a dispatcher must choose between (i) holding a shorter train on the main line short of a long siding until a longer train advances to and moves into the long siding, and (ii) holding the long train short of a shorter siding elsewhere on the line until the shorter train advances to and moves into the shorter siding, a dispatcher may conclude the meet would be accomplished most efficiently by continuing to advance the shorter train and then briefly placing it in the shorter siding. Dispatchers have concluded from years of training and experience that routing a shorter train through a siding can be a more efficient move because shorter trains tend to weigh less and require less braking distance such that they decelerate into and accelerate out of a siding faster than a longer train taking a siding to allow a shorter train to hold the main line. When that shorter train is a *Sunset Limited* train, this maneuver usually minimizes the overall delay to Amtrak that would otherwise be incurred while waiting for the longer, slower freight train to move from the main line to the siding.¹⁰

C. Dispatching decisions and crews running short on hours of service

Amtrak also complains about delays to the *Sunset Limited* when dispatchers are trying to ensure freight crews do not reach their hours-of-service limits before their trains arrive at crew

¹⁰ See, e.g., Union Pacific Reply Exhibit F at 5 { [REDACTED]
[REDACTED]
[REDACTED] }

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change points. Union Pacific's train schedules are designed so crews reach crew change points comfortably before they reach their hours-of-service limits. Crews expiring before reaching a crew change point can cause significant disruption to our network and is thus considered an extremely serious operating incident. If a crew expires before the train reaches a crew change point, the train consumes track capacity where it stops—for example, a siding that otherwise would be used to accommodate meets between other trains. Additionally, if a crew expires before a crew change point, another crew is required to bring the train to the crew change point—a crew that then will not be available to move other trains, which can create or compound congestion in a terminal area. However, unexpected events can arise that cause trains to fall behind schedule and crews to approach the limits of their hours of service. For example, trains can be delayed by mechanical incidents or other trains that experience mechanical incidents. Trains can be delayed when work events take longer than anticipated. Trains can be delayed by track or signal defects, or weather conditions, or incidents involving third parties.

Union Pacific uses a variety of monitoring processes to prevent crews from expiring before reaching crew change points. If there is any chance a crew will expire before reaching a crew change point, Union Pacific's Train Management Team, which consists of dispatchers and corridor managers, will be planning to mitigate the potential impact to the network. That process begins when a dispatcher identifies a train crew at risk of expiring on a main line and alerts his or her supervisor to the issue. Dispatchers are instructed to give priority treatment to trains with crews approaching their maximum hours of service to expedite the train's movement to either a crew change point or minimally disruptive tie-down (parking) location on a siding.

A train crew expiring on a main line is an extremely serious operating incident and it rarely happens, though it did happen much more often than usual during the period at issue in this

proceeding. If a dispatcher determines a train will not reach a crew change point or a viable tie-down location off the main line, the dispatcher will act to minimize the potential for disruption to the network. Generally, the dispatcher will try to progress the train as close to the crew change point as possible, while factoring in the need to identify a location that will facilitate a crew change. For example, a dispatcher might stop a train near a crossing for easy crew access to the train by car. These dispatching strategies facilitate efficient crew replacement to clear the main line quickly.

If a crew does expire on a main line, Union Pacific's Train Management Team will plan to restore movement over the line by lining up any holding trains. When possible, Amtrak trains would be lined up ahead of other trains to move first once the main line has been cleared. Additionally, the Train Management Team will contact Amtrak's corridor management team to inform them of the situation and keep Amtrak updated as the situation is resolved.

D. Dispatching decisions and double-main track

Amtrak also complains about delays that occur when the *Sunset Limited* follows a freight train in double-main territory. Union Pacific's portion of the *Sunset Limited* Route has long sections of double-main track. As Mr. Janke notes in his reply verified statement, Union Pacific's Lordsburg, Gila, and Yuma Subdivisions all consist of greater than 60% double-main track. The presence of double-main track provides three primary operating benefits.

First, double-main track enables Union Pacific to operate trains moving in the same direction on the same track. This avoids the need to stop trains for meets, which greatly increases the capacity and reliability of both lines. Second, double-main track allows trains to continue using one track even when an incident occurs that temporarily blocks the other, thus increasing reliability of service as compared to single-main track with sidings. Third, double-main track creates more opportunities for dispatchers to arrange for faster trains to overtake slower trains than would be available on a single-main track with sidings.

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An overtake on a double-main segment is somewhat like one vehicle passing another on a two-way road. One vehicle can cross the dashed center line to overtake a slower vehicle if there is no traffic moving in the opposite direction and if there is sufficient space to make the pass safely.¹¹ And as on a highway, the slower train is not required to slow down or stop to facilitate the overtake by the faster train. This maneuver on double-main track thus allows the slower train to continue making steady, forward progress at authorized speed while the faster train likewise makes efficient forward progress by accelerating past the slower train.

Union Pacific constructs and utilizes double-main track in locations where traffic levels have increased to the point that more capacity is needed to keep trains moving continuously in both directions. In other words, the primary purpose of double-main track is to efficiently move substantial traffic traveling in opposite directions without time-consuming, sometimes complex meets, not to facilitate overtakes whether by Amtrak or other freight trains, though this is a secondary benefit. While double-main track provides many more opportunities for overtakes than single-main track with sidings, dispatchers are instructed not to use the second main track for overtakes before considering a variety of factors, including the precise location of crossovers, the presence of oncoming traffic on the other line, and the locations of Amtrak station stops. While I used a highway analogy for illustration, it is important to note that the amount of distance and time necessary for a train to come to a complete stop and accelerate back up to speed is vastly greater than that of a vehicle on a double-lane road. Trains can be highly variable in their consist, but a typical manifest train of 10,000 feet would likely require at least eight miles to decelerate to stop completely and then accelerate back to normal track speed. Therefore, stopping an oncoming train

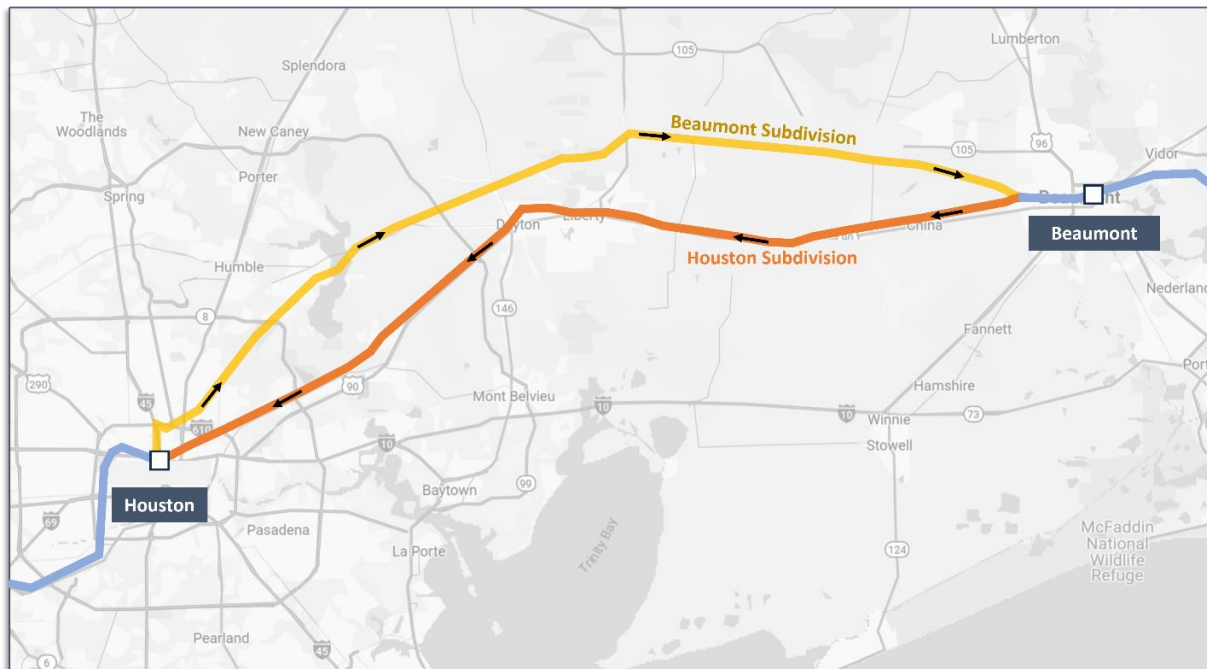
¹¹ In the railroad word, because the dispatcher directs the movements of all trains in a territory, the dispatcher can also arrange for an overtake by instructing the slower train to pull onto the other track while the faster train remains on the same track.

to allow an overtake in the opposite direction would significantly curtail the capacity benefits associated with double track and potentially cause delays to ripple through that portion of the network. Determining whether time and space exist to accommodate an overtake on double-main track requires dispatchers to exercise significant judgment and experience to maintain safe operations.

E. Dispatching decisions and directional operations between Beaumont and Houston

Amtrak also complains about Union Pacific's use of directional operations between Beaumont and Houston. As shown below in Figure 4, Union Pacific has two main options for routing trains between Beaumont and Houston: trains can operate over the Houston Subdivision or the Beaumont Subdivision.

**Figure 4
Directional Operations Between Houston and Beaumont**



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Typically, Union Pacific uses these options to operate trains directionally: westbound trains typically run on the Houston Subdivision, while eastbound trains typically run on the Beaumont Subdivision. Directional operations improve service for all traffic by reducing delays from train meets and optimizing main line capacity. The operations of Union Pacific's yards in the Houston Terminal Area are configured to support the directional running pattern of trains to and from Beaumont. Consistent with these directional operations, *Sunset Limited* Train 2 is typically routed on the Beaumont Subdivision, which allows it to move with the flow of other eastbound traffic, while *Sunset Limited* Train 1 is typically routed on the Houston Subdivision, along with other westbound traffic.

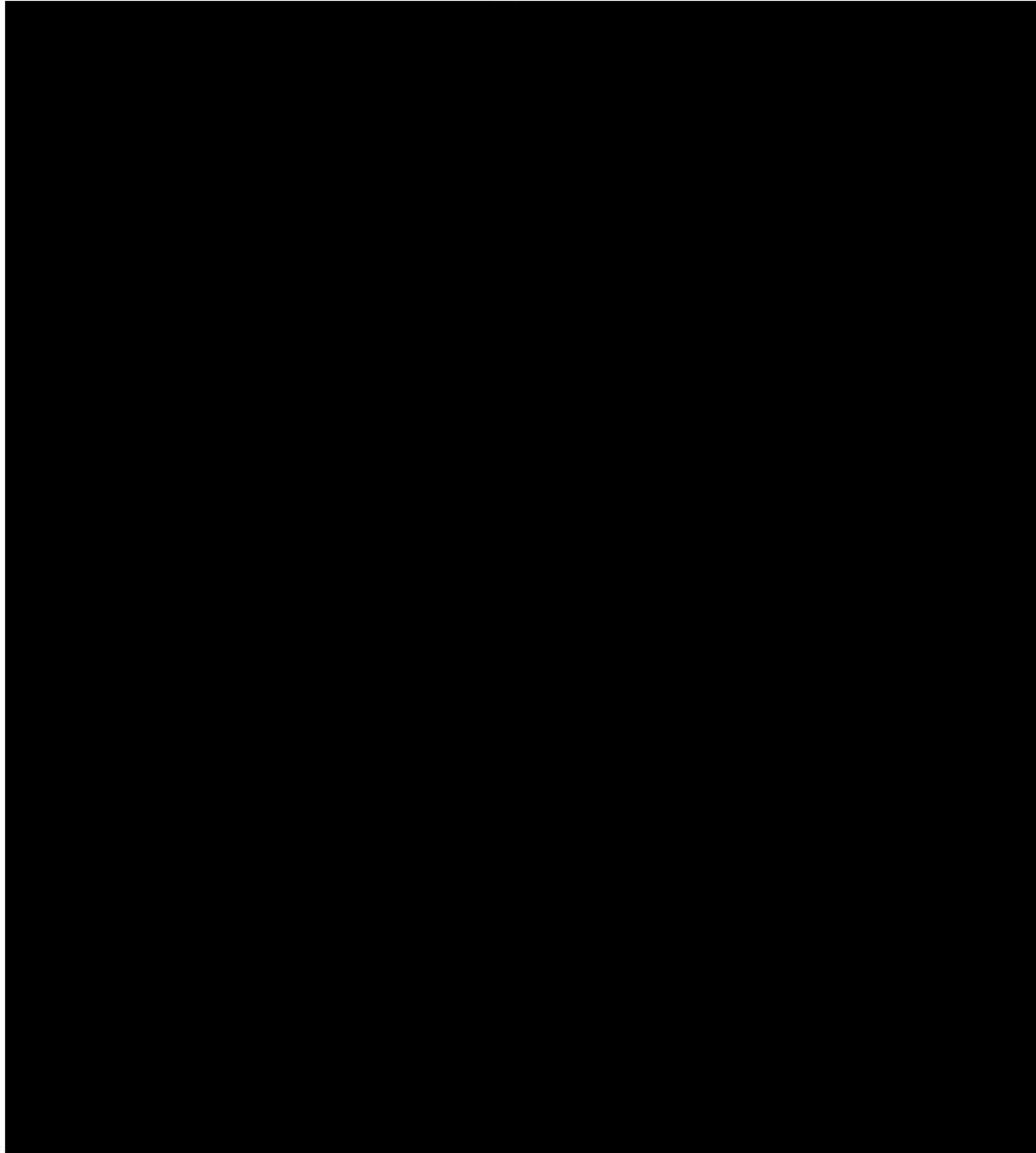
Amtrak has expressed concerns about Union Pacific's decision to route Train 2 over the Beaumont Subdivision, which is slightly longer and has a lower maximum speed limit than the Houston Subdivision. Although the Beaumont Subdivision route is longer on paper, Train 2 runs faster over the Beaumont Subdivision with the flow of freight traffic than it would run over the Houston Subdivision against the flow of freight traffic. The benefit realized by Train 2 from operating over the Beaumont Subdivision with the directional flow of traffic is illustrated by Figure 5 below. Figure 5 shows how on December 15, 2021, {{ [REDACTED]

[REDACTED]

[REDACTED] }}

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Figure 5
Beaumont-Houston Directional Operations
{{



}}

The example in Figure 5 is representative of the situation Train 2 typically encounters between Beaumont and Houston.

Train 2 does not always move over the Beaumont Subdivision. Union Pacific's routing decisions ultimately depend on current conditions on each route. Route conditions can be affected

by a variety of circumstances. These circumstances include service interruptions (*e.g.*, disabled trains, derailments), track conditions (*e.g.*, slow orders, heat orders), maintenance-of-way work windows, and general congestion. Union Pacific corridor managers and dispatchers evaluate current route conditions, and a corridor manager can direct or approve a decision to route an Amtrak train against the directional flow when that option appears to provide an opportunity to expedite the Amtrak train as compared to the alternate routing option.

F. Dispatching decisions and station platforms and maintenance overstay

Amtrak also complains about a few delays to the *Sunset Limited* caused by blocked station platforms and maintenance overstay. These types of delays are not directly controlled by dispatchers and arise from the unavoidable variability of railroad operations.

Union Pacific has a specific dispatching policy designed to prevent freight trains from blocking Amtrak's station platforms when a passenger train is approaching. Train Dispatcher Rule 22:8 provides that when { [REDACTED]

[REDACTED] } Most of the *Sunset Limited* station platforms on Union Pacific are located directly on the main line, and all of the platforms are accessible only by moving over main line or yard tracks that are also used by freight trains. Therefore, unforeseen mechanical issues and other operational circumstances will on occasion result in blocked station access at the time of Amtrak's arrival. In these circumstances, the issue is not Union Pacific's dispatching policy or application of the policy, but rather the unavoidable variability of railroad operations.

Amtrak's complaints about maintenance-of-way overstay similarly reflect unavoidable variability of railroad operations. Union Pacific plans maintenance-of-way activity to minimize operational disruption, and it generally plans to finish maintenance activity, or at least temporarily clear and reopen track, before Amtrak trains are scheduled to arrive at the location of the activity.

On occasion, however, issues will arise, and more time will be required to complete planned activity and restore safe track conditions than was originally anticipated. In those situations, Union Pacific may conclude that allowing maintenance crews to overstay their windows would be the least disruptive option, and dispatchers will hold Amtrak trains, and freight trains, so the maintenance can be completed.

G. Dispatching resolutions of Amtrak's examples of alleged preference violations

Finally, Amtrak highlights a number of specific instances in which dispatchers purportedly failed to provide *Sunset Limited* trains preference. Amtrak drew those instances from the root cause analyses that Union Pacific submitted in response to the Board's investigative requests in this proceeding. My team helped prepare those root cause analyses. My team and I reviewed the specific instances highlighted by Amtrak, and the results of those reviews are discussed in more detail in Union Pacific's reply statement. In my workpapers, I provide some additional detail relating to some of the root cause instances.¹² The additional detail supports the conclusions in the original root cause analyses. In short, Amtrak's specific examples of preference violations involve circumstances in which dispatchers had no reasonable alternative to slowing or stopping the *Sunset Limited*. Amtrak never says what the dispatchers should have done differently to reduce delays to the *Sunset Limited* and never shows such an alternative would not have compromised the overall fluidity of the network.

¹² See Union Pacific Reply Workpaper "Batt Additional Root Cause Support_HC.zip."

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VERIFICATION

I, Erin Batt, declare under penalty of perjury that the foregoing is true and correct. Further,
I certify that I am qualified and authorized to file this reply verified statement.

Executed on December 23, 2024.

/s/ Erin Batt

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. NOR 42175

COMPLAINT AND PETITION OF THE NATIONAL RAILROAD PASSENGER CORP.
UNDER 49 U.S.C. § 24308(f) FOR SUBSTANDARD PERFORMANCE OF
AMTRAK'S SUNSET LIMITED TRAINS 1 AND 2

REPLY VERIFIED STATEMENT OF KATHERINE N. NOVAK

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REPLY VERIFIED STATEMENT

OF

KATHERINE N. NOVAK

My name is Katherine Novak. I am currently General Director Interline Operations for Union Pacific Railroad Company.¹ I joined Union Pacific in 2006 and have held my current position since January 2024. Since joining the railroad, I have served in a variety of other positions. Most relevant to this proceeding, I am also Union Pacific’s National Railroad Passenger Officer—a role I have held since May 2021. As Union Pacific’s National Railroad Passenger Officer, I am responsible for Union Pacific’s overall contractual relationship with Amtrak under the Operating Agreement dated January 1, 2000, as amended, between Amtrak and Union Pacific (“Operating Agreement”). I am also directly involved in Union Pacific’s efforts to engage with Amtrak to develop certified schedules for the *Sunset Limited*. I hold a bachelor’s degree in speech communications and political science from Northwest Missouri State, and a Juris Doctorate from the University of Nebraska College of Law.

I am submitting this statement to address two related topics: (1) the differences between Union Pacific’s contractual on-time performance metric and standard under the Operating Agreement (“Contract OTP”) and the FRA’s metric for determining compliance with Congress’s on-time performance standard (“Customer OTP”), and (2) Union Pacific’s efforts to align the *Sunset Limited* schedules with the Customer OTP metric and standard. My statement explains why Union Pacific can consistently achieve Contract OTP for the *Sunset Limited* under the current schedules, but why the schedules must be modified and extended for Amtrak to consistently

¹ Acronyms and abbreviations are as defined in Union Pacific’s Reply Statement unless otherwise specified herein.

achieve Customer OTP. I also present and explain Union Pacific's current proposal for schedules designed to help Amtrak achieve Customer OTP for the *Sunset Limited*.

I. *Sunset Limited* Schedules Are Aligned With Contract OTP, Not Customer OTP.

Union Pacific's obligation to provide on-time service for Amtrak trains, including the *Sunset Limited*, is governed by the Operating Agreement. Union Pacific has therefore worked with Amtrak over the years to ensure *Sunset Limited* schedules are aligned with Contract OTP. The Operating Agreement does not require Union Pacific to provide service that allows Amtrak to achieve Customer OTP, so the *Sunset Limited*'s current schedules are not designed to achieve Customer OTP. Union Pacific is willing to help Amtrak achieve Customer OTP, but Amtrak must be willing to modify the *Sunset Limited*'s current schedules to align them with that metric.

A. Contract OTP under the Operating Agreement

Union Pacific's contractual commitment to provide on-time service to Amtrak is tied directly to the parties' agreement on passenger schedules aligned with Contract OTP. The Operating Agreement incorporates specific schedules, and Union Pacific has agreed to "make every reasonable effort" to "deliver Amtrak Trains to all scheduled passenger stops on UP-hosted portions of track by the scheduled time."² The Operating Agreement therefore prohibits Amtrak from modifying its schedules "without UP's approval."³ The Operating Agreement also recognizes Amtrak's schedules must be "compatible with the existing physical capabilities of UP."⁴ Over the years, Union Pacific and Amtrak have agreed to change Amtrak schedules for various reasons. When Union Pacific considers a potential schedule change, it carefully evaluates whether

² Union Pacific Reply Exhibit A, Art. III, § 3.3.

³ *id.*, App. V.E.

⁴ *id.*, Art. III, § 3.1.A.

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the new schedule will allow it to meet its on-time service commitment in the Operating Agreement—that is, whether the schedule will remain aligned with Contract OTP.

The Operating Agreement establishes the Contract OTP metric and standard for determining performance payments and penalties that define Union Pacific’s commitment to provide on-time service. To measure on-time performance, Amtrak and Union Pacific established a contractual “origin” for each route, “checkpoints” along each route, and rules for determining whether a trip is considered on time at each checkpoint.⁵ Under the Operating Agreement, Union Pacific is entitled to a performance payment if the percentage of on-time performance of an Amtrak train at a checkpoint is 80% or more in a month, and a penalty is assessed if the percentage of on-time performance of an Amtrak train at a checkpoint is less than 70% in a month.⁶

For the *Sunset Limited*, the parties agreed that Contract OTP would be measured based on Union Pacific’s performance between Iowa Jct., Louisiana, and El Monte, California. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁵ *Id.*, App. V.A.

⁶ *Id.*, App. V.B, C.

⁷ *Id.*, App. V, Table 1 at 1.

⁸ *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Although Amtrak attributes most *Sunset Limited* delay time to host railroads, 21% of delays are attributable to Amtrak and approximately 8% of delays are attributable to third parties.¹²

B. Customer OTP established by the FRA

The FRA's approach to determining Customer OTP is very different from the Operating Agreement's process for determining Contract OTP. The FRA's Customer OTP metric is "the percentage of all customers on an intercity passenger rail train who arrive at their detraining point no later than 15 minutes after their published scheduled arrival time, reported by train and route."¹³ Customer OTP therefore depends upon on-time arrival at every station on a route, not a subset of agreed-upon checkpoints. In addition, Customer OTP does not distinguish between the performances of individual host carriers on routes with multiple host carriers. Customer OTP also does not distinguish between delays attributable to host railroads and delays attributable to Amtrak, third parties, and natural forces.

⁹ *Id.*, App. V.A.1(b).

¹⁰ *Id.*, App. V.A.1(c), (d).

¹¹ *Id.*, App. V.A.3(c).

¹² See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "Amtrak & Third-Party Delay."

¹³ 49 C.F.R. § 273.5.

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Expecting Union Pacific to ensure *Sunset Limited* trains achieve Customer OTP based on current schedules designed to achieve Contract OTP is neither fair nor reasonable. Application of Customer OTP and Contract OTP to the same set of facts can produce very different results. For example, on January 2, 2022, *Sunset Limited* Train 1 incurred 376 minutes of delay because its engine failed. Union Pacific achieved 100% Contract OTP, while the train achieved just 7.9% Customer OTP.¹⁴ Similarly, on July 31, 2022, *Sunset Limited* Train 2 incurred 109 minutes of delay because its engine failed and it experienced problems with Positive Train Control. Union Pacific achieved 100% Contract OTP, while the train achieved just 26% Customer OTP.¹⁵

The broader misalignment between Amtrak's current, agreed-upon schedules and Customer OTP can be seen by comparing Contract OTP and Customer OTP performance for the *Sunset Limited*. In the twelve-month period from October 2023 through September 2024, Union Pacific's overall Contract OTP exceeded 80% in every month except two. By contrast, Customer OTP on the *Sunset Limited* never exceeded 72%. I provide the monthly data in Table 1 below.

¹⁴ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "AMT1 2022-01-02."

¹⁵ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "AMT1 2022-07-31."

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Table 1
Sunset Limited Contract OTP versus Customer OTP¹⁶

	Contract OTP	Customer OTP
Oct. 2023	93.8%	64.2%
Nov. 2023	89.9%	63.0%
Dec. 2023	94.1%	66.4%
Jan. 2024	92.2%	70.2%
Feb. 2024	86.2%	53.2%
Mar. 2024	81.9%	64.0%
Apr. 2024	80.9%	56.5%
May 2024	83.9%	48.8%
June 2024	72.3%	42.0%
July 2024	88.9%	60.2%
Aug. 2024	75.0%	54.3%
Sept. 2024	83.2%	71.6%

As Table 1 shows, during a period in which Union Pacific achieved Contract OTP (70% or higher) every single month and consistently earned contractual performance payments, the *Sunset Limited's* performance was considered unsatisfactory under Customer OTP.

Union Pacific has communicated to Amtrak that if Amtrak's goal is to achieve Customer OTP, the *Sunset Limited's* current schedules must be modified and extended. When adopting the Customer OTP metric, the FRA recognized "Amtrak's published train schedules ha[d] not been designed with a [C]ustomer OTP metric in mind."¹⁷ The FRA instructed Amtrak and host railroads to align all schedules to be achievable with the Customer OTP metric and established a non-binding dispute resolution process in the event the parties were not able to agree on new, realistic, and

¹⁶ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "Contract OTP v Customer OTP."

¹⁷ Metrics and Minimum Standards for Intercity Passenger Rail Service, 85 Fed. Reg. 72,971, 72,979 (Nov. 16, 2020).

achievable schedules.¹⁸ Amtrak and Union Pacific have yet to find common ground on modifying the *Sunset Limited*'s schedules to be certified under the Customer OTP metric.

II. Amtrak Has Not Cooperated With Union Pacific's Overall Efforts To Align *Sunset Limited* Schedules With Customer OTP.

Union Pacific's efforts to align *Sunset Limited* schedules with Customer OTP have been unsuccessful because Amtrak refuses to consider extending the current schedules. Union Pacific believes the schedules must be extended to align *Sunset Limited* schedules with Customer OTP and therefore has disputed these schedules, which remain uncertified.

One notable example of the need to modify *Sunset Limited* schedules involves the interchange of Train 1 at Iowa Jct. between Union Pacific and BNSF. As shown below in Figure 1, Train 1 is currently scheduled to arrive at Iowa Jct. at 2:22 p.m. at the conclusion of BNSF's segment as the host carrier. However, for the start of Union Pacific's portion as the host carrier, Train 1 is scheduled to depart Iowa Jct. at 1:43 p.m., travel 13.6 miles, and arrive in Lake Charles at 1:53 p.m.

¹⁸ See *id.* at 72,978–79.

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Figure 1
Sunset Limited Train 1 Schedule (excerpt)¹⁹

Schedule Skeleton - Sunset Limited/Train 1 (MoWeSa)								January 23, 2023	
RR	Mileage	Services	PRT	Recovery Minutes	Misc. Adjust.	Dwell Minutes	Arrive	Depart	Station
AMT	0.0	T,E,F,A,I,W,G						9:00 AM	New Orleans, LA CT
CNIC	3.7		10	5			9:15 AM	9:15 AM	XSU - Southport Jct
NOPB	5.9		5				9:20 AM	9:20 AM	XEB - East Bridge Jct
BNSF	11.1		19	1			9:40 AM	9:40 AM	XWB - West Bridge Jct
BNSF	15.5		7	2	5		9:54 AM	9:54 AM	XLL - Live Oak
BNSF	55.6		37	-3		2	10:28 AM	10:30 AM	Schriever, LA
BNSF	127.1		82	2		2	11:54 AM	11:56 AM	New Iberia, LA
BNSF	145.1		22	3		3	12:21 PM	12:24 PM	Lafayette, LA
BNSF	205.8		70	32	16		2:22 PM	2:22 PM	Iowa Jct.
UP	205.8				-39		1:43 PM	1:43 PM	XIJ - Iowa Jct.
UP	219.4		18	-8		2	1:53 PM	1:55 PM	Lake Charles, LA
UP	260.7	t,e	79	4	16	14	3:34 PM	3:48 PM	Beaumont, TX
UP	362.5		104	46		37	6:18 PM	6:55 PM	Houston, TX
UP	375.8		25				7:20 PM	7:20 PM	XWJ- West Junction, TX
UP	400.7		26				7:45 PM	7:45 PM	XRB- Rosenberg, TX
UP	433.6		30				8:16 PM	8:16 PM	XEA- Eagle Lake, TX
UP	484.3		50				9:06 PM	9:06 PM	XFA- Flatonia, TX
UP	527.3		45				9:51 PM	9:51 PM	XKG- Kingsbury, TX
UP	565.7	FR	41	23	20	8	11:15 PM	11:23 PM	XKY - Kirby
UP	572.8	I,T,E,W,G	17	25		160	12:05 AM	2:45 AM	San Antonio, TX

This schedule is not a problem for Union Pacific under Contract OTP because Union Pacific's on-time performance at stations after Iowa Jct. is based on the time Union Pacific actually receives the train at Iowa Jct., not the time Train 1 is scheduled to arrive at Iowa Jct.²⁰ BNSF hosts Train 1 east of Iowa Jct. Iowa Jct. is Train 1's contractual origin on Union Pacific, and its contractual departure time is 1:43 p.m. Train 1's first checkpoint is at San Antonio, where the contractual arrival time is 12:05 a.m. If BNSF delivers Train 1 to Iowa Jct. at 2:22 p.m., rather than 1:43 p.m., the 39-minute difference is added to the arrival time at San Antonio in evaluating Union Pacific's performance under Contract OTP, as explained above. Even if BNSF delivers Train 1 substantially

¹⁹ Current schedules for *Sunset Limited* Trains 1 and 2 are provided as Union Pacific Reply Exhibit B.

²⁰ The schedule was designed this way so that if Train 1 arrives early at Iowa Jct., it does not consume scarce track capacity at Iowa Jct. or Lake Charles while waiting for its departure time at Lake Charles.

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late, Union Pacific can still provide on-time service under Contract OTP because Contract OTP measures *Union Pacific's performance*, not the performance of other carriers or non-host railroad delays.

By contrast, under the Customer OTP metric, the current schedule sets up a cascade of failures for on-time performance measurements if westbound Train 1 is substantially late at Iowa Jct. Even if BNSF delivers Train 1 “on time” at 2:22 p.m., the current schedule will cause the train to be “late” at Lake Charles: under Customer OTP, Train 1 is “late” if it does not arrive at Lake Charles by 2:08 p.m. If Train 1 takes the scheduled amount of time to travel between stations and station dwell is as shown in the schedule, it will be “late” at all subsequent stations according to Customer OTP.

Sunset Limited schedules also have a broader alignment problem: they do not sufficiently account for variability of freight railroad operations, Amtrak operations, or other events when measuring on-time performance using Customer OTP. Schedules designed to comply with Customer OTP generally need to be longer than existing schedules to account for the probability of delays (all delays, including those attributable to Amtrak, third parties, and natural forces) between each station pair rather than contractually designated checkpoints, particularly for long-distance routes.²¹ As explained above, unlike Customer OTP, Contract OTP is not calculated using train arrival times at each station on a route, but rather using arrival times at agreed-upon checkpoints. In the Operating Agreement, the checkpoint arrival times were constructed to include “recovery time”—that is, time to help the train recover from delays encountered en route. Achieving Customer OTP requires more recovery time than achieving Contract OTP, because

²¹ In addition, Union Pacific likely would not agree to be contractually bound to such schedules without ensuring they were extended enough to account for the type of delays caused by Amtrak, third-parties, and other host railroads that are currently excluded in determining Contract OTP.

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schedules need to include sufficient recovery time at each station to account for the fact that expected delays could arise between any adjacent stations, rather than recovery time that can be used flexibly prior to the checkpoints.²² The following, highly simplified, example helps illustrate the need for additional recovery time:

On a single-track route composed of four stations, A, B, C, and D, with a siding between each pair of stations, two Amtrak trains operate in opposite directions and are scheduled to meet between B and C, causing a 5-minute delay to the train heading toward D (which always takes the siding).

The meet and delay actually take place 1/3 of the time between A and B, 1/3 of the time between B and C, and 1/3 of the time between C and D.

In this situation, if on-time performance is measured only at D, a schedule that includes 5 minutes of recovery time at D will accommodate the train meet, wherever it takes place. However, if on-time performance is measured at every station, the schedule must include 5 minutes of recovery time at B, C, and D—a total of 15 minutes—to account for the 2/3 of the time the meet does not take place as scheduled. Simply reallocating the 5 minutes of recovery time previously assigned to D would not solve the scheduling problem. To the contrary, dividing up the 5 minutes would ensure the train never arrives on time at all the stations.

Amtrak's statements in this proceeding show Amtrak does not understand the variability problem. The *Sunset Limited* traverses some of most congested parts of the national rail network between Beaumont and Rosenberg, Texas, which hosts trains from three Class I freight carriers—Union Pacific, BNSF, and CPKC—each of which operates their own trains over a substantial

²² In addition, checkpoints are spaced farther apart than stations, so there are more opportunities for an Amtrak train to recover from delays arising from the natural variability of operations over the *Sunset Limited* Route and still reach the checkpoint on time. The average distance between checkpoints is approximately 500 miles, while the average distance between stations is approximately 100 miles.

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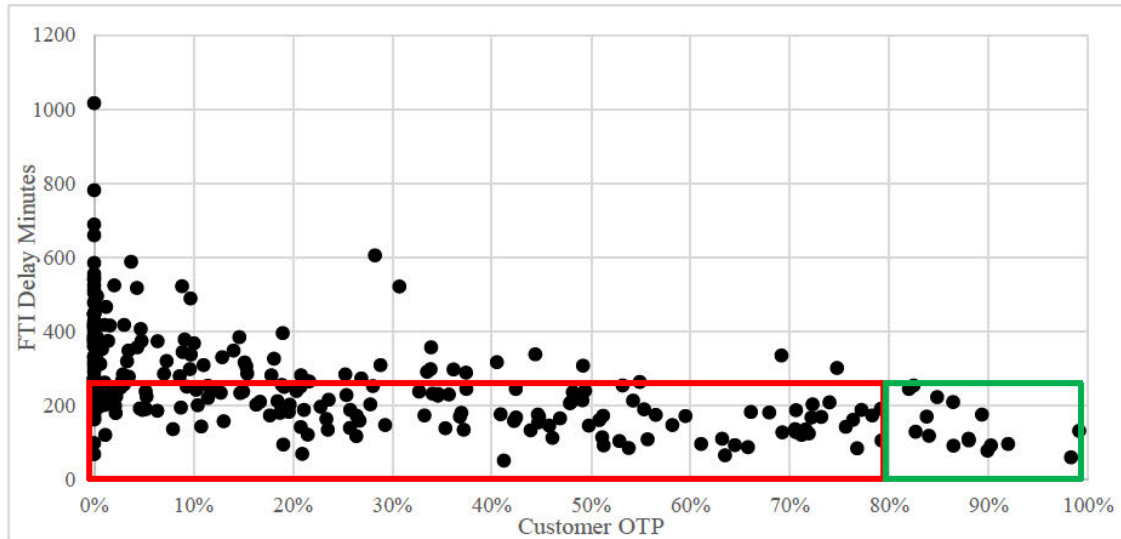
distance. The *Sunset Limited* also travels through the congested Los Angeles Basin, past several Union Pacific yards and intermodal facilities, and through crowded terminals in San Antonio and El Paso, Texas. As evidence for its claim that schedule extensions are unwarranted, Amtrak notes the *Sunset Limited* achieved Customer OTP on sixteen runs during the Complaint Period (from October 1, 2021, through September 30, 2022).²³ However, during the same time period, there were 296 complete runs of the *Sunset Limited*.²⁴ 280 of the 296 runs, or 95% of all runs, did not achieve Customer OTP, so the existence of sixteen successful runs does not show *Sunset Limited* schedules allow Amtrak to consistently achieve Customer OTP. Further, the difference between achieving Customer OTP and failing to achieve Customer OTP cannot be attributed to preference violations, even under Amtrak's erroneous view that any freight train interference constitutes a preference violation. As shown below in Figure 2, the sixteen successful *Sunset Limited* runs—shown within the green box—each experienced 255 minutes or fewer of freight train interference. However, as also shown below in Figure 2, 160 of the 280 complete *Sunset Limited* runs—shown within the red box—did not achieve Customer OTP despite experiencing *the same or fewer minutes* of freight train interference than the sixteen successful runs. In sum, minimizing freight train interference is not enough to ensure the *Sunset Limited* achieves Customer OTP.

²³ Amtrak Opening Statement (“Amtrak Op.”) at 109.

²⁴ During the Complaint Period, three *Sunset Limited* Train 1 runs were fully annulled (meaning a scheduled train did not operate) and six were partially annulled (meaning a scheduled train did not operate over its complete route between New Orleans and Los Angeles). In the same period two *Sunset Limited* Train 2 runs were fully annulled, and seven were partially annulled.

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Figure 2
Freight Train Interference and Customer OTP²⁵



If Amtrak wants to ensure the *Sunset Limited* consistently achieves Customer OTP, it should work in good faith to negotiate an extension of the current schedules.

Union Pacific is dedicated to ensuring Amtrak trains receive preference and hopes to work with Amtrak to develop schedules that are more realistic for Amtrak customers. While Customer OTP is weighted by the number of detraining passengers, the *Sunset Limited* schedules are not aligned to meet the arrival schedules of the high ridership stations (such as Beaumont, Houston, and El Paso, Texas, and Tucson and Maricopa, Arizona) versus low ridership stations (such as Benson, Arizona, Lordsburg, New Mexico, and Sanderson, Texas, each of which receives an average of two customer per day).

In its Opening Statement, Amtrak claims Union Pacific has been unreasonable in schedule negotiations with Amtrak. I strongly disagree with Amtrak's claims.

²⁵ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "FTI v Customer OTP."

First, Amtrak complains that Union Pacific previously approved the *Sunset Limited* schedules.²⁶ As I explained above, Union Pacific approved the schedules as part of an Operating Agreement in which Union Pacific's on-time performance is determined using Contract OTP. The current schedules are not aligned with Customer OTP, and the FRA expected that the parties would negotiate achievable schedules.²⁷ If Amtrak wants to consistently achieve Customer OTP, the *Sunset Limited* schedules must be extended. Amtrak has not submitted a proposal that would extend the schedules since the FRA promulgated its Customer OTP metric.

Second, Amtrak suggests Union Pacific has been unreasonable because "Amtrak and its host railroad partners have certified more than 95% of published train schedules," and "[a]pproximately 85% of long-distance schedule segments have also been certified."²⁸ Amtrak neglects to mention that Union Pacific and Amtrak have already certified 98 out of 104 published train schedules involving Union Pacific, or 94% of published train schedules. Union Pacific's only uncertified schedules involve long-distance trains, including the *Sunset Limited*.

Third, Amtrak says Union Pacific's proposals for extending Amtrak's schedules "would impede Amtrak's ability to operate a trip-time competitive service (as mandated by Congress)," and "impede Amtrak's ability to drive ridership and revenues."²⁹ However, Amtrak does not identify what it sees as its competitors or explain why the schedule extensions Union Pacific has proposed would meaningfully change the existing competitive balance. Amtrak's website states,

²⁶ See Amtrak Op. at 102.

²⁷ See Metrics and Minimum Standards for Intercity Passenger Rail Service, 85 Fed. Reg. 72,971, 72,979 (Nov. 16, 2020) (FRA acknowledging that "[h]istorically, Amtrak's published train schedules have not been designed with a customer OTP metric in mind," and "generally agree[ing] . . . that Amtrak and the host railroads should align schedules with the customer OTP metric").

²⁸ Amtrak Op. at 101.

²⁹ *Id.* at 102 (citing 49 U.S.C. § 24101(b)).

“When you travel on an Amtrak train, it’s about more than just getting from place to place. It’s about a ride that’s a more enjoyable experience than other forms of transportation. Take a look at the features and amenities that await onboard, then book a trip, relax and enjoy your journey.”³⁰ Amtrak certainly is not trip-time competitive with airline service. A nonstop flight from New Orleans to Los Angeles takes approximately 4.5 hours. And Amtrak does not appear to have considered whether more reliable, accurate schedules might attract more ridership even if the schedules are modestly extended.

Finally, Amtrak says it previously agreed to add time to the schedule, “[b]ut that has done nothing to improve on-time performance for Amtrak passengers.”³¹ Amtrak’s argument again confuses Contract OTP and Customer OTP. As shown above, over the past 12 months, the *Sunset Limited*’s Contract OTP averaged well above 80%. Amtrak’s history of schedule changes is actually instructive because it demonstrates that Union Pacific has no interest in making Amtrak’s schedules longer than necessary. As Amtrak acknowledged earlier in this proceeding, Union Pacific agreed to *reduce* the *Sunset Limited* schedules in 2009 because trains were arriving early and dwelling on tracks Union Pacific also uses for freight service.³² Union Pacific has every interest in keeping Amtrak trains moving when they are on our network and thus shortening schedules if possible. Amtrak’s history also shows the *Sunset Limited* schedules were longer between 2005 and 2009 than they are now.³³ After the extensions Union Pacific proposes, which

³⁰ Amtrak, *Onboard*, <https://www.amtrak.com/onboard>.

³¹ Amtrak Op. at 104.

³² See Amtrak’s Response to the Board’s Interrogatories and Document Requirements; Appendix A – Part III (Dec. 5, 2023) at 9.

³³ See *id.* at 8. In its submission to the Board, Amtrak miscalculated *Sunset Limited* Train 2’s total time between New Orleans and Los Angeles under the schedule in place from 2005 to 2009 because it excluded the Amtrak-hosted segment between Southport Jct. and New Orleans. The total time in the schedule was 2,850 minutes, not 2,805 minutes.

I discuss in more detail below, *Sunset Limited* Train 1’s schedule would be 26 minutes shorter than the schedule in place from 2005 to 2009, and *Sunset Limited* Train 2’s schedule would be 30 minutes shorter than the schedule in place from 2005 to 2009.

III. Union Pacific’s Schedule Proposals

Union Pacific has been engaged in extensive and detailed discussions with Amtrak—in the form of in-person meetings, conference calls, and written correspondence—regarding proposed schedules.

On April 9, 2021, Union Pacific sent an email to Amtrak seeking to extend the schedules for the *Sunset Limited* trains, proposing to extend Train 1’s schedule by 81 minutes, consisting of 74 minutes of recovery time and seven minutes of pure run time, and to extend Train 2’s schedule by 79 minutes, consisting of 74 minutes of recovery time and five minutes of pure run time.³⁴ On April 16, 2021, Union Pacific sent a letter to Amtrak initiating the non-binding dispute resolution process for disputing the *Sunset Limited* schedules for Trains 1 and 2.³⁵ On May 12, 2021, Amtrak responded consenting to participate in non-binding dispute resolution.³⁶ Union Pacific and Amtrak also exchanged multiple rounds of proposals and counterproposals throughout 2021 concerning how best to revise the *Sunset Limited* schedule to accord with the new Customer OTP metric. Union Pacific proposed specific changes on October 21, 2021, and November 11, 2021.³⁷ Union Pacific and Amtrak actively negotiated the terms of mediation through September 2022, including exchanging numerous drafts of a mediation agreement and identifying a proposed mediator. Union

³⁴ See Union Pacific Reply Workpaper “April 9, 2021 email.pdf” & “April 9 proposal.xlsx.”

³⁵ See Union Pacific Reply Workpaper “April 16, 2021 letter.pdf.”

³⁶ See Union Pacific Reply Workpaper “May 12, 2021 letter.pdf.”

³⁷ Union Pacific previously produced documents associated with these proposals to Board. See Union Pacific Railroad Company’s Response to Appendix A, Part IV (filed Sept. 25, 2023) at 20; see also Amtrak Op. Exhibits 11, 11-1, 18, 18-1.

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Pacific and Amtrak were unable to finalize the mediation agreement before Amtrak filed this proceeding in December 2022.

During much of the time Union Pacific and Amtrak were exchanging proposals, Union Pacific's overall performance for both passenger and freight trains was not meeting our expectations, and that poor performance affected our ability to provide on-time performance to Amtrak, as network congestion and crew shortages contributed to delays affecting the *Sunset Limited*. In fact, during the period from October 1, 2021, through September 30, 2022, which Amtrak calls the Complaint Period, Union Pacific paid Amtrak {REDACTED} in performance penalties associated with the *Sunset Limited*.³⁸ Since that time, Union Pacific's overall service has recovered. Amtrak's data show the recovery reduced delays to the *Sunset Limited*: according to Amtrak's conductor delay data, comparing the Complaint Period with the twelve-month period from October 2023 through September 2024, delays attributed to freight train interference declined by approximately 40%, from 4,673 to 2,816, leading to an approximately 50% reduction in minutes of delay attributed to FTI, from 75,361 minutes to 37,968 minutes.³⁹

As Union Pacific's service has been improving, we have been reevaluating what schedule modifications are needed to help Amtrak achieve Customer OTP for the *Sunset Limited*. Union Pacific has determined it is necessary to redistribute recovery time and add 74 minutes to Train 1's schedule and 80 minutes to Train 2's schedule. This is less time than Union Pacific was proposing in 2021 to add to the schedule for Train 1 and only one minute more for Train 2.

Union Pacific's specific proposals are outlined below by station, separately for *Sunset Limited* Train 1 and Train 2. Copies of the current schedule skeletons with proposed changes

³⁸ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "Sunset Incentives & Penalties."

³⁹ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tab "Delay Comparison."

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highlighted are included in my workpapers.⁴⁰ The new schedules would add 74 minutes to Train 1's westbound schedule for a total schedule time of 2,869 minutes and would add and 80 minutes to Train 2's eastbound schedule for a total schedule time of 2,820 minutes. As I noted above, both schedules would be shorter than the schedules that were in place from 2005 to 2009.

Train 1

Iowa Jct. Union Pacific proposes to eliminate the negative 39-minute miscellaneous adjustment at Iowa Jct., Louisiana, as the average arrival time on Union Pacific-controlled trackage has been much later than the schedule's 1:43 p.m. time. Union Pacific proposes to shift some of this adjustment to later in the Route. Union Pacific will continue to evaluate the average times of Train 1's arrival at Iowa Jct. to determine whether re-establishment of some negative adjustment may be needed to avoid circumstances in which an early-arriving Train 1 holds at its passenger platform at Lake Charles, Louisiana, which is on the single-track main line, for an extended dwell before its scheduled departure.

Lake Charles. For similar reasons, Union Pacific proposes to eliminate the negative eight minutes of recovery time at Lake Charles, Louisiana, but will continue to evaluate the average time of Train 1's arrival to prevent material disruption of freight operations at Lake Charles.

Beaumont. In light of the removal of the negative adjustment at Iowa Jct. and the negative recovery time at Lake Charles discussed above, Union Pacific proposes to eliminate four minutes of recovery time and sixteen minutes of miscellaneous adjustment and add a negative fifteen-minute miscellaneous adjustment at Beaumont, Texas.

⁴⁰ See Union Pacific Reply Workpaper "Novak workpapers.xlsx," Tabs "Train 1 MoWeSa" & "Train 2 SuWeFr."

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Houston. In light of the adjustments discussed above, Union Pacific proposes to add a negative twelve-minute miscellaneous adjustment at Houston, Texas. As a result of this change and prior changes, the *Sunset Limited's* arrival and departure times at Houston would match the current schedule.

Kirby. Union Pacific proposes to eliminate two minutes of miscellaneous adjustment and add twelve minutes of dwell time at Kirby, Texas, for a total adjustment of ten minutes, which is necessary to reflect actual average time for fueling at this location.

San Antonio. Union Pacific proposes to eliminate four minutes of recovery time at San Antonio, Texas, reflecting, in part, the benefits of Union Pacific's substantial investment in sidings on the Glidden Subdivision.

Spofford. Union Pacific proposes to add two minutes of pure run time at Spofford, Texas, because the schedule does not include sufficient pure run time between Hondo, Texas, and Spofford.

Del Rio. Union Pacific proposes to add eighteen minutes of recovery time at Del Rio, Texas. Even with Union Pacific's substantial capital spending to increase capacity, the San Antonio-Del Rio segment is a densely operated single-track line with limited sidings, which can lead to congestion and delays. Heavy traffic moving to the Eagle Pass gateway also contributes to maintenance- and signal-related delays experienced on this segment.

Langtry. Union Pacific proposes to add one minute of pure run time at Langtry, Texas, because the schedule does not include sufficient pure run time between Del Rio, Texas, and Langtry.

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Sanderson. Union Pacific proposes adding two minutes of pure run time at Sanderson, Texas, because the schedule does not include sufficient pure run time between Langtry and Sanderson.

Alpine. Union Pacific proposes to add four minutes of dwell time at Alpine, Texas, because the schedule does not include sufficient dwell time at Alpine to account for the time Amtrak takes to complete a crew change, including PTC-related delays.

El Paso. Union Pacific proposes to add 31 minutes of recovery time at El Paso, Texas. El Paso's scheduled recovery time is low in relation to its ridership and therefore its weighting contributes more to the overall performance under the Customer OTP metric. In addition, the Sierra Blanca-El Paso segment does not have sufficient recovery time to account for delays relating to single track in a high-volume segment as well as congestion in the terminal area.

Santa Teresa Fuel Tracks. Union Pacific proposes to add five minutes of dwell time at the Santa Teresa Fuel Tracks in New Mexico to ensure there is sufficient time in the schedule to reflect the actual average time for fueling at this location.

Deming. Union Pacific proposes to eliminate two minutes of recovery time at Deming.

Thermal. Union Pacific proposes to add three minutes of recovery time at Thermal, California, because the schedule does not include sufficient recovery time at Thermal to account for delays in this area relating to congestion on single-track segments.

Ontario. The schedule does not include sufficient recovery time at Ontario, California, to account for congestion in the terminal area near West Colton, California, so Union Pacific proposes to add three minutes of recovery time at Ontario. The schedule also does not include sufficient pure run time between Palm Springs, California, and Ontario, so Union Pacific proposes to add one minute of pure run time at Ontario.

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Train 2

Cactus. The schedule does not include sufficient pure run time between Iris and Cactus, California, so Union Pacific proposes to add one minute of pure run time at Cactus.

Yuma. The schedule does not include sufficient recovery time at Yuma, Arizona, to account for delays in this area relating to congestion on single-track segments and congestion in the terminal area, so Union Pacific proposes to add five minutes of recovery time at Yuma. The schedule also does not include sufficient pure run time between Cactus and Yuma, so Union Pacific proposes to add one minute of pure run time at Yuma.

Maricopa to Deming. The scheduled recovery time between Maricopa, Arizona, and Deming, New Mexico, needs to be increased and redistributed to address operational conditions and provide for on-time performance as measured using Customer OTP. Union Pacific proposes to add six minutes of recovery time at Maricopa, eliminate nine minutes of recovery time at Tucson, Arizona, add eleven minutes of recovery time at Benson, Arizona, add four minutes of recovery time at Lordsburg, New Mexico, and add three minutes of recovery time at Deming.

Santa Teresa Fuel Tracks. Union Pacific proposes to add five minutes of dwell time at the Santa Teresa Fuel Tracks in New Mexico to ensure there is sufficient time in the schedule to reflect the actual average time for fueling at this location.

Alpine. The schedule does not include sufficient dwell time at Alpine, Texas, to account for the time Amtrak takes to complete a crew change, including PTC-related delays, so Union Pacific proposes to add four minutes of dwell time at Alpine.

Langtry. The schedule does not include sufficient pure run time between Sanderson and Langtry, Texas, so Union Pacific proposes to add one minute of pure run time at Langtry.

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Del Rio. The schedule does not include sufficient pure run time between Langtry and Del Rio, Texas, so Union Pacific proposes to add one minute of pure run time at Del Rio.

San Antonio. The San Antonio-Del Rio segment is a densely operated single-track line with limited sidings and terminals, which can lead to congestion and delays. Therefore, Union Pacific proposes to add fourteen minutes of recovery time at San Antonio, Texas.

Kirby. Union Pacific proposes to increase dwell time at Kirby, Texas by twelve minutes to reflect the time required to fuel Amtrak trains at Kirby.

Kingsbury. Union Pacific proposes to eliminate two minutes of miscellaneous adjustment at Kingsbury, Texas, because Union Pacific has invested substantially and added and lengthened sidings on the Glidden Subdivision to allow some of this time to be redistributed elsewhere.

Beaumont. The schedule does not include sufficient recovery time at Beaumont, Texas, to reflect the amount of time required to move over this congested portion of Union Pacific's network, even with the advantages of directional running. Therefore, Union Pacific proposes adding 25 minutes of recovery time at Beaumont.

IV. *Sunset Limited Schedules Remain Disputed*

Union Pacific wishes to reach agreement on the *Sunset Limited* schedules to facilitate Amtrak's achievement of Customer OTP. If both parties approach the scheduling issue cooperatively and with a willingness to consider all factors, we can reach agreement and provide the public with reliable schedules.

**PUBLIC VERSION - ADDITIONAL REDACTIONS PURSUANT TO BOARD ORDER
PUBLIC VERSION - REDACTED**

VERIFICATION

I, Katherine N. Novak, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this reply verified statement.

Executed on December 23, 2024.

/s/ Katherine N. Novak

PUBLIC VERSION - REDACTED

REPLY EXHIBIT A

PUBLIC VERSION - REDACTED

Page 1 of 95

NATIONAL RAILROAD PASSENGER CORPORATION

60 Massachusetts Avenue, NE, Washington, DC 20002

COPY



March 16, 2007

Mr. Thomas M. Mulligan
NRPC Operations Officer
Union Pacific Railroad Company
1400 Douglas Street - Mail Stop 1180
Omaha, NE 68179

Dear Mr. Mulligan:

Enclosed are two originals of the amendment to our Operating Agreement which amends the Minutes of Slow Orders by Route, Section 4.2, Article VI, and Section 8.8. Kindly have both originals executed for UP and return one original to me.

Sincerely,

A handwritten signature in cursive script that reads "G. A. Rein".

→ G. A. Reinohl
Senior Director Contract Management

Enclosures

EXECUTED & RETURNED
Herewith.

Tom Mulligan
April 2, 2007

Amendment Number ____
to
AGREEMENT BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNION PACIFIC RAILROAD COMPANY
January 1, 2000

This Amendment Number 1, dated as of April 2, 2007, ("Amendment") amends the January 1, 2000 Agreement Between National Railroad Passenger Corporation ("Amtrak") and the Union Pacific Railroad Company ("UP") ("Agreement").

WHEREAS, Amtrak and UP desire to make certain changes to the Agreement.

NOW THEREFORE, intending to be legally bound, and in consideration of the terms hereof, Amtrak and UP agree as follows:

1. Appendix I, Table B, titled "Minutes of Slow Orders by Route in Effect on January 1, 2000," of the Agreement is deleted in its entirety and replaced with Attachment 1 to this Amendment.

2. The first paragraph, and the first sentence of the second paragraph, of Section 4.2 of the Agreement are deleted in their entirety and replaced with the following:

"For routes over which Amtrak provides Intercity Rail Passenger Service, Appendix I sets forth (i) the Base Timetable Speeds on UP Rail Lines on the Effective Date (Table A) (the "Base Timetable Speeds") and (ii) the Maximum Minutes of Slow Order Delays permitted for Amtrak Trains on UP Rail Lines (Table B) (the "Slow Order Base").

UP's compliance with the Slow Order Base will be determined by comparing the Maximum Minutes of Slow Order Delays Permitted for Amtrak Trains in Table B to the monthly actual average minutes of slow order delays per trip for all Amtrak Train trips operated on each route, as calculated using Amtrak's Conductor Delay Reports."

3. Sections 6.1, 6.2 and 6.3 of the Agreement are deleted in their entirety and replaced with the following:

"Section 6.1 Binding Arbitration

Except as specifically provided to the contrary in Section 5.1G of this Agreement, any dispute, claim, or controversy between the parties hereto relating to the interpretation, application, or implementation of this Agreement shall be submitted to binding arbitration in accordance with the provisions of the National Railroad Passenger Corporation Arbitration Agreement, dated April 16, 1971, among Amtrak and certain other railroads. The parties hereby agree to be bound by the provisions of such Arbitration Agreement."

4. Section 8.8 of the Agreement is deleted in its entirety and replaced with the following:

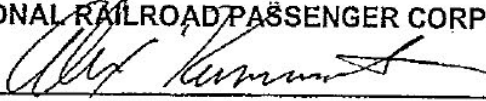
"Section 8.8 Term; Early Termination by UP.

This Agreement shall become effective on the Effective Date and remain in effect through January 31, 2013, after which time it will continue in effect until terminated by either party on not less than one (1) years' prior written notice to the other (which termination notice may be given so as to be effective on or after February 1, 2013); provided, however, that (i) at any time following January 31, 2012, either party may seek a redetermination of compensation pursuant to Section 5.1, and (ii) UP shall have the right to terminate this Agreement at any time during its term in the event that legislation is enacted that terminates Amtrak's existence or fundamentally changes Amtrak in a manner that has or will have a material adverse impact on UP's rights and obligations under this Agreement."

5. Terms used in this Amendment shall have the meaning attributed to them in the Agreement. All provisions of the Agreement shall remain in effect except to the extent that they may conflict with the provisions hereof, in which event the provisions of this Amendment shall control.

IN WITNESS WHEREOF, Amtrak and UP have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

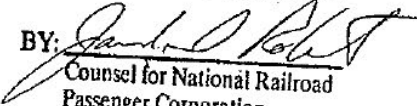
NATIONAL RAILROAD PASSENGER CORPORATION

By 

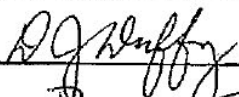
NAME: Alex K. Korman

TITLE: President

APPROVED AS TO FORM:

BY: 
Counsel for National Railroad
Passenger Corporation

UNION PACIFIC RAILROAD COMPANY

By 

NAME: DENNIS J. Duffy

TITLE: EXECUTIVE VICE PRESIDENT -
OPERATIONS

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

UNION PACIFIC RAILROAD COMPANY

JANUARY 1, 2000

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APPENDIX IX – Operation of Passenger Trains Other Than Under
Agreement

THIS AGREEMENT is made and entered into as of January 1, 2000, by and between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, now codified at 49 United States Code §24101, et. seq. (the "Act"), and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak"), and Union Pacific Railroad Company, a Delaware corporation, having offices at 1416 Dodge Street, Omaha, NE 68179 ("UP").

WHEREAS, Missouri Pacific Railroad Company and Union Pacific Railroad Company, a Utah corporation ("UP-Utah"), each entered into agreements with Amtrak dated April 16, 1971, as amended (respectively, the "MP Basic Agreement" and the "UP Basic Agreement", and hereinafter referred to collectively as the "UP/MP Basic Agreements") with respect to the provision of services and facilities for Intercity Rail Passenger Service;

WHEREAS, Amtrak and Missouri-Kansas-Texas Railroad Company ("MKT") entered into an agreement dated September 2, 1975, as amended (the "1975 MKT Agreement") for the operation of Amtrak Trains on the rail lines of MKT;

WHEREAS, effective December 22, 1982, Union Pacific Corporation ("UPC"), corporate parent of UP-Utah, acquired control of MP and, as a result, UP-Utah and MP came under common control;

WHEREAS, effective August 12, 1988, MKT was acquired by MP, and MKT was on December 1, 1989 merged with and into MP, with MP the survivor;

WHEREAS, subsequent to the merger of MKT with and into MP, Amtrak, on the one hand, and UP-Utah and MP, on the other hand, determined to and did in fact (i) terminate the 1975 MKT Agreement and include the operations of Amtrak Trains on MKT rail lines under a single agreement and (ii) simplify administration of the UP Basic Agreement and the MP Basic Agreement by superseding completely the UP/MP Basic Agreements and the 1975 MKT Agreement and by incorporating into a single agreement dated March 1, 1990, as amended, named the "Third Amendment Agreement", the applicable provisions of the UP/MP Basic Agreements and the 1975 MKT Agreement with respect to the services and the use of facilities provided to Amtrak by UP-Utah and MP;

WHEREAS, Southern Pacific Transportation Company ("SPT") entered into an agreement with Amtrak dated April 16, 1971, as amended (the "SPT Basic Agreement") with respect to the provision of services and facilities for Intercity Rail Passenger Service;

WHEREAS, The Denver and Rio Grande Western Railroad Company ("DRGW") entered into an agreement with Amtrak dated March 16, 1983 (the "DRGW Basic Agreement"), with respect to the provision of services and facilities for Intercity Rail Passenger Service;

WHEREAS, SPCSL Corporation ("SPCSL") entered into an agreement with Amtrak dated November 8, 1989 (the "SPCSL Basic Agreement") (the SPT Basic Agreement, the DRGW Basic Agreement and the SPCSL Basic Agreement are hereinafter referred to as the "Southern Pacific Agreements"), with respect to the provision of services and facilities for Intercity Rail Passenger Service;

WHEREAS, effective January 1, 1997, MP was merged with and into UP-Utah, with UP-Utah the survivor;

WHEREAS, effective June 30, 1997, DRGW and SPCSL were each merged with and into UP-Utah, with UP-Utah the survivor;

WHEREAS, effective February 1, 1998, UP-Utah was merged with and into SPT, with SPT the survivor but renamed "Union Pacific Railroad Company" ("UP");

WHEREAS, Amtrak and UP have agreed to completely restate and incorporate into one document the Third Amendment Agreement and the Southern Pacific Agreements to provide for continuing Amtrak operations on UP's Rail Lines for a period of at least five (5) years following the Effective Date subject to (i) redetermination of compensation pursuant to Section 5.1 at any time following the third anniversary of the Effective Date, and (ii) early termination by UP pursuant to Section 8.8, and have also agreed to terminate all other agreements between Amtrak and UP in effect as of the Effective Date, except for those agreements listed in Appendix VIII.

NOW THEREFORE, the parties agree that the Third Amendment Agreement, the Southern Pacific Agreements and all other agreements in effect between Amtrak and UP as of the Effective Date, other than those listed in Appendix VIII, are hereby terminated, superseded in their entirety and replaced by this Agreement as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement:

"Intercity Rail Passenger Service" shall mean all rail passenger service over the lines of UP other than commuter service in and between metropolitan and suburban areas, usually characterized by reduced fare, multiple-ride and commutation tickets, and by morning and evening peak period operations.

"Intercity Rail Passenger Trains" shall mean all trains operated by Amtrak in Intercity Rail Passenger Service (hereinafter sometimes referred to as "Amtrak Trains").

"Rail Lines" shall mean UP's rights of way and properties appurtenant thereto that are necessary to operate Amtrak's Intercity Rail Passenger Service thereover, together with the roadway structures, signal systems, and other facilities thereof or appurtenant thereto used in connection with the actual operation of Amtrak Trains and all of UP's rights to use such properties of others, subject to the terms of any applicable UP agreements for the use of such property of others.

"Effective Date" shall mean January 1, 2000.

ARTICLE II
[Reserved]

ARTICLE III
THE SERVICES

Section 3.1 Right to Services.

A. Generally. Subject to and in accordance with the terms and conditions of this Agreement, UP shall provide Amtrak with the use of facilities and the services requested by Amtrak for or in connection with the operation of Amtrak's Intercity Rail Passenger Service, including the carrying of mail and express on Intercity Rail Passenger Trains to the extent authorized by the Act. The routes, schedules and consists of Amtrak Trains shall be compatible with the existing physical capabilities of UP. The parties shall use their best efforts to cooperate in modifying operating practices in ways that will permit operation of Amtrak Trains containing up to thirty (30) cars on as much of the Rail Lines of UP on which Amtrak Trains are operated as possible without having an unreasonable adverse impact on UP railroad operations. UP will consider operation of Amtrak Trains that contain more than thirty (30) cars on a case-by-case basis.

B. Service as of Effective Date. Except as provided for in Section 3.2, this Agreement shall not cover the operation of regularly scheduled Amtrak Trains (either additional regularly scheduled frequencies on existing routes or the operation of regularly scheduled trains on new routes) other than Amtrak Trains which were in operation on the Effective Date; provided, however, that Amtrak shall have the right to modify operations, including the scheduled stops of Amtrak Trains in operation on the Effective Date if such modification does not significantly interfere with UP freight service.

C. Amtrak Special Trains. Subject to and in accordance with (i) the terms and conditions of this Agreement, including, without limitation, Section 3.3, and (ii) UP's consent, which shall not be unreasonably withheld, Amtrak shall have the right to operate Amtrak Special Trains (where the term "Amtrak Special Trains" shall mean Amtrak Trains that are operated on an occasional rather than regularly scheduled basis, e.g., seasonal

Amtrak Trains) from time to time. Rates to be paid UP for Amtrak Special Trains operated pursuant to this Section 3.1C are set forth in Appendix IV.

D. UP Passenger Trains. UP shall have the right, without limitation, to operate revenue or non-revenue passenger trains over UP Rail Lines and connecting rail lines for business and excursion purposes as long as they do not constitute regularly scheduled Intercity Rail Passenger Service operating over a route on which Amtrak then operates scheduled Intercity Rail Passenger Service.

E. Emergency Services. Amtrak shall have the right to request and, subject to and in accordance with the terms and conditions of this Agreement, UP hereby agrees to provide, emergency services over the Rail Lines of UP or over the rail lines of another railroad, subject to the terms of any applicable UP agreements for the use of such property, required as a result of Rail Lines of UP or rail lines of another railroad used in the operation of Amtrak Trains becoming impassable, unsafe, or impractical for use by Amtrak Trains due to emergency conditions and other short term disruptions, such as rail or bridge replacements. Amtrak may request the operation of emergency services orally; however, any such request shall be made as far in advance as possible, and shall be confirmed in writing within twenty-four (24) hours after communication to UP. The emergency services requested shall be compatible with the physical and financial limitations of UP, and shall give due regard to UP's speed, weight, and other operating restrictions and rules and safety standards.

When said emergency services are provided on rail lines of another railroad, Amtrak shall indemnify and save UP harmless, irrespective of any negligence or fault of UP, its employees, agents, or servants or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any person or persons, other than employees of UP, and from any and all liability for loss, damage, or destruction to any properties, which arise from the provision of said emergency services. UP agrees to use its best efforts to provide emergency services requested under this Agreement in an expeditious and efficient manner. In the event of detours over rail lines of other railroads of Amtrak Trains ordinarily operated over Rail Lines of UP, UP will be reimbursed by Amtrak for all UP's additional costs resulting from the detours.

In the event an Amtrak Train ordinarily operated over rail lines of other railroads is detoured over Rail Lines of UP, UP will (except as may otherwise be provided in other provisions of this Agreement) be reimbursed by Amtrak for all of UP's additional costs resulting from the detour, including without limitation, the cost of pilots, materials and supplies, repairs to detoured trains, track maintenance as specified in Item 9 of Appendix IV, and the long haul rate for Other Train Costs as specified in Item 19 of Appendix IV. Amtrak shall not be obligated to pay UP any additional amount for use of its Rail Lines in connection with such detours. UP shall not bill other railroads for any costs or charges in connection with such detours. Employees of other railroads who operate trains on behalf of Amtrak over the Rail Lines of UP shall, while on such Rail Lines, be deemed employees of Amtrak for purposes of Section 7.2A hereof.

Section 3.2 Additional Service on UP Rail Lines.

In the event Amtrak wishes to (i) operate additional frequencies of Amtrak Trains (including a change of frequency or modification of routes of existing frequencies) on routes it currently operates over, or (ii) operate Amtrak Trains on new routes over UP Rail Lines, it shall make a written request therefor to UP a reasonable amount of time in advance of the commencement date of the proposed operation. If UP consents to the proposed operation, it will promptly so notify Amtrak. If UP does not consent to the proposed operation, it will promptly so notify Amtrak and the parties shall promptly thereafter undertake a joint evaluation of the proposed operation which shall consider UP's speed, weight, and other operating restrictions, avoidance of interference with UP freight service, and the importance of reliable on-time operation of Amtrak Trains.

On the basis of their joint evaluation, if the parties agree that the proposed operation can be conducted without significantly interfering with UP freight service, the proposed operation will be initiated promptly and UP will receive the compensation specified in Appendix IV and the incentives specified in Appendix V or, if it replaces Appendix V by mutual agreement of the parties as provided below, Appendix VI.

If the parties, on the basis of their joint evaluation, agree that Amtrak's proposed operation is not possible without significantly interfering with UP freight service, the parties will attempt to agree upon (i) modifications of the proposed operation, (ii) improvements to UP Rail Lines that will facilitate the proposed operation, and/or (iii) other provisions that will ensure that UP freight service is not significantly burdened by the presence of the new Amtrak service pursuant to the proposed operation.

In any case where UP does not agree to the proposed operation and where the parties have not within thirty (30) days of its notice to Amtrak to that effect agreed upon the impact of the proposed operation or upon proposed provisions to make its impact acceptable to UP, it shall be deemed that the parties have failed to agree upon the proposed operation and Amtrak shall not be entitled to conduct the proposed operation pursuant to this Agreement.

It is understood by the parties that, from time to time during the term of this Agreement, Amtrak and various state and/or local agencies, on the one hand, and UP, on the other hand, will agree to the operation of passenger trains on Rail Lines of UP under various terms and conditions, some of which may be inconsistent with the provisions of this Agreement. It is agreed that the relationship between Amtrak and UP as to such trains will be set forth in attachments to Appendix IX to this Agreement executed by Amtrak and UP which will be attached to and are by this reference incorporated into this Agreement. Any passenger train(s) operating under an attachment to Appendix IX shall be considered an Amtrak Train for all purposes hereunder except to the extent expressly provided to the contrary in any such attachment to Appendix IX. The first such attachment to Appendix IX is attached hereto as Appendix IX, Attachment A. Subsequent attachments to Appendix

IX will be in a form substantially similar to Appendix IX, Attachment A.

Section 3.3 Provision of Services.

UP further agrees to provide all necessary labor, materials and equipment and to furnish those facilities and Rail Lines necessary to perform the services to be provided under Sections 3.1 and 3.2 (except as the same are provided by Amtrak), but shall not, except as otherwise provided in this Agreement or upon agreement with Amtrak, be required to purchase, construct, rebuild or replace Rail Lines, locomotives, cars, rolling stock or ancillary facilities (as defined in Section 3.8).

UP shall provide services hereunder in an economic and efficient manner and shall make every reasonable effort:

1. To deliver Amtrak Trains to all scheduled passenger stops on UP by the scheduled time therefor;
2. To avoid excessive delays to Amtrak Trains and, consistent with safety, to make up delays incurred on Rail Lines of UP or on rail lines of other railroads; and
3. To service, inspect, and perform repairs as necessary to permit an Amtrak locomotive or a passenger car in the consist of an Amtrak Train to complete a trip over the Rail Lines of UP.

UP shall cooperate in good faith with Amtrak in providing service which will contribute to the success of Amtrak's Intercity Rail Passenger Service. Amtrak shall cooperate in good faith with UP.

Section 3.4 Coordination with Rehabilitation.

Upon request of UP, the parties shall confer in an effort to agree upon temporary modifications in the schedules of Amtrak Trains to minimize interference with (i) the performance of maintenance, repair and rehabilitation on and to the Rail Lines, and (ii) construction, maintenance and repair of highways, utility lines and/or other facilities when such activity is ordered or is being performed in conjunction with a governmental body, public utility commission or similar entity.

Section 3.5 No Violation of Labor Agreements.

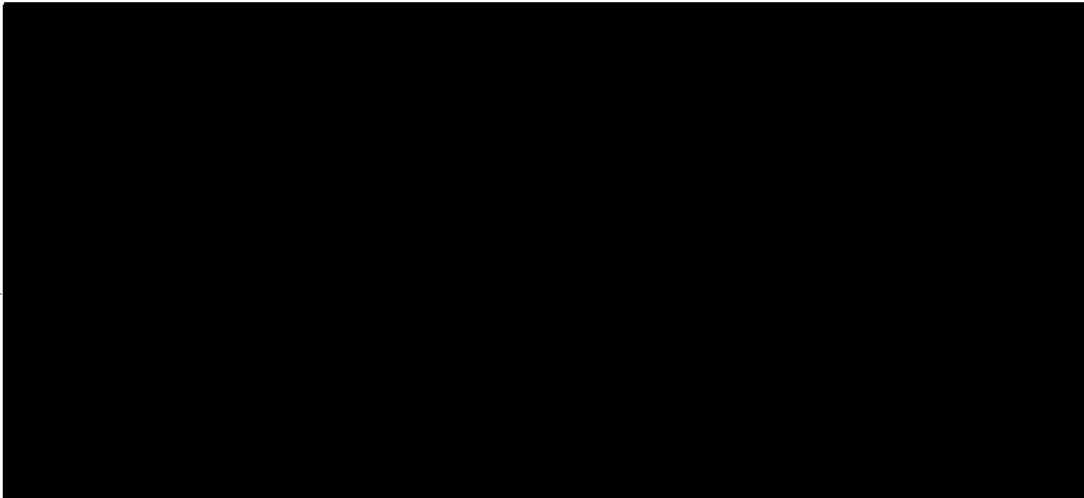
Each party agrees that it will not require the performance of services hereunder by the other in a manner which would cause the other to violate the terms of or incur penalties, unless reimbursed by the party requiring such performance of services, in connection with any then current labor agreements between that other party and any organization representing any of its employees. Neither party, however, shall be liable to the other party for any claims and/or costs resulting from such violation(s) unless advance written notice is first given to establish that such work action(s) would be in violation of the other party's collective bargaining agreements.

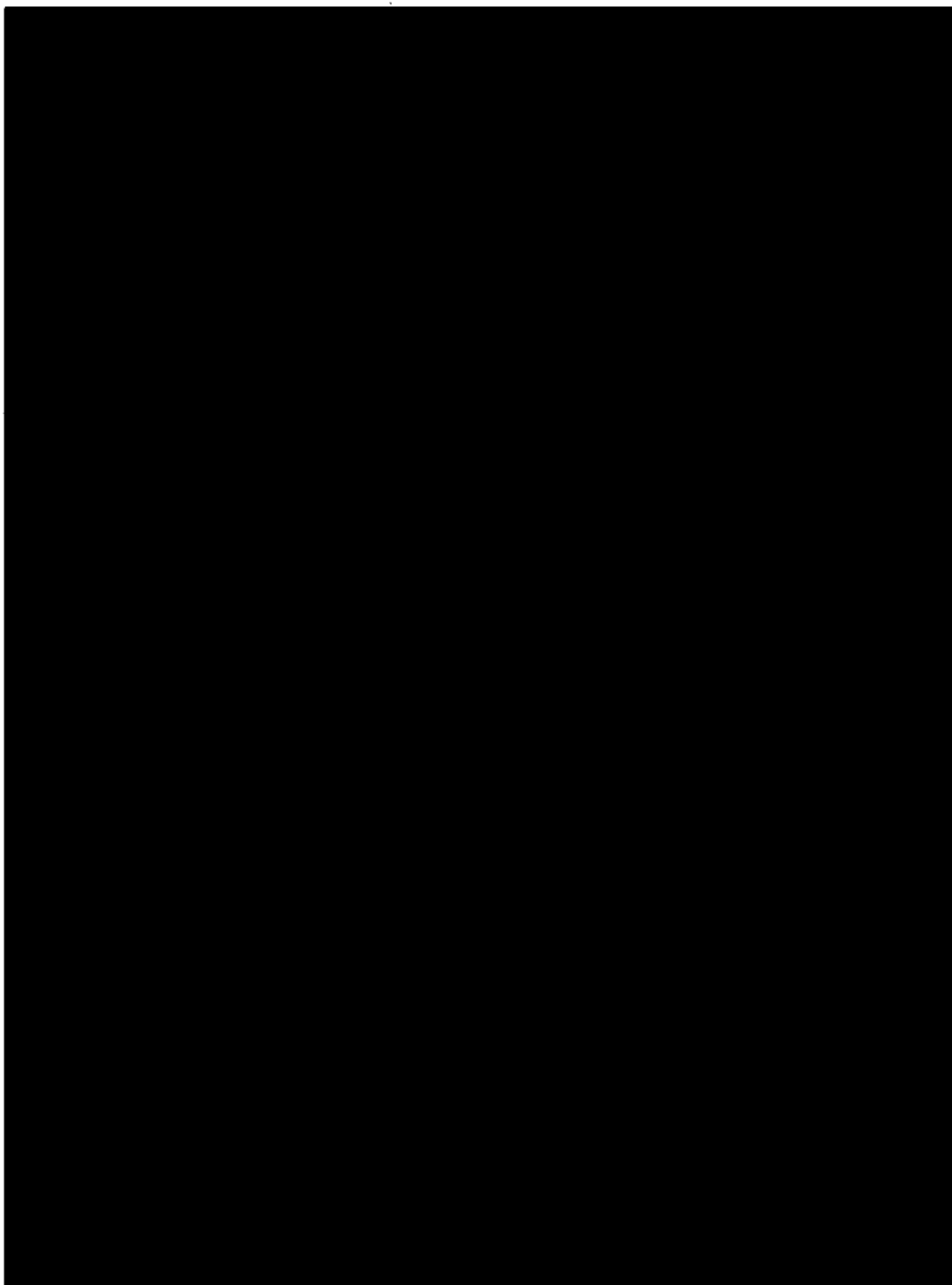
Section 3.6 [Reserved].

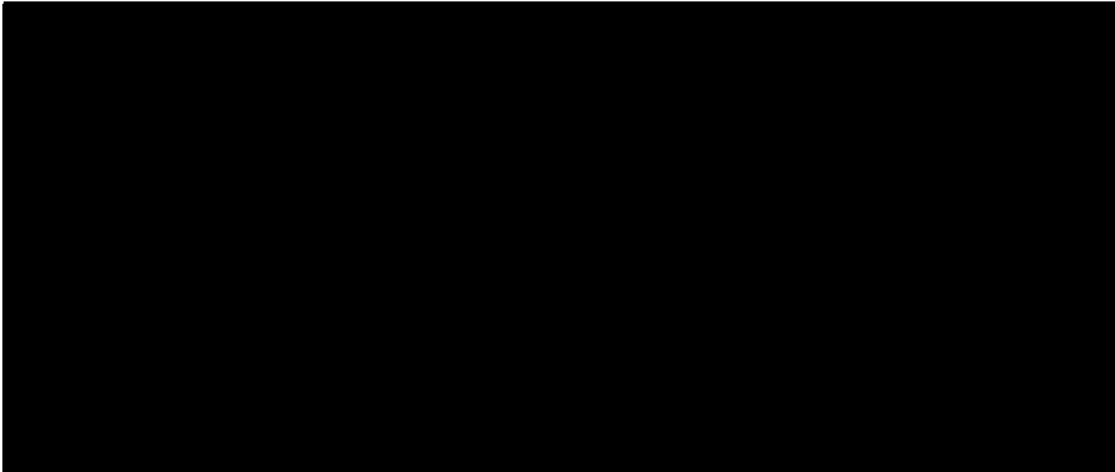
Section 3.7 UP Control and Supervision.

In the performance of services referred to in this Agreement, UP shall have sole control of the operation of Intercity Rail Passenger Trains while on the Rail Lines. All personnel rendering any services which involve responsibility for UP's operating facilities or for the handling or movement of any Intercity Rail Passenger Train shall be subject to the direction, supervision and control of UP, and such services performed by or for Amtrak shall be governed by and subject to all then-current operating and safety rules, orders, procedures and standards of UP with respect thereto.

UP may, for cause, require that any person performing services pursuant to this Agreement be prohibited or removed from performance of such services, subject to the requirement that UP shall support any action defending such prohibition or removal and bear any claims (other than from proceedings conducted pursuant to 49 CFR part 240) growing out of any action determined to be improper by a labor board.







ARTICLE IV
RAIL LINES

Section 4.1 Rail Lines.

UP shall retain and not voluntarily dispose of or abandon its Rail Lines used in the operation of regularly scheduled Amtrak Trains, as defined in Amtrak's public timetables, without Amtrak's prior written approval, which shall not unreasonably be withheld, for as long as such use continues or for the term of this Agreement, whichever period is the shorter, provided that seasonal changes or suspensions of service for a period of 180 consecutive days or less shall not be deemed discontinuance of use. Nothing herein shall prevent UP from modifying, changing, or relocating any facility or any segment of its tracks, provided that with respect to tracks covered by this paragraph, the continuity of the tracks is retained. This Agreement does not change the obligations of the parties pursuant to Section 406 of the Act (codified at 49 U.S.C. 24309).

Section 4.2 Maintenance of Rail Lines and Passenger Train Schedules.

Appendix I sets forth: (i) the timetable speeds of UP Rail Lines over which Amtrak provides Intercity Rail Passenger Service on the Effective Date (the "Base Timetable Speeds"); and (ii) by route, the actual minutes of slow orders in effect on UP Rail Lines over which Amtrak provides Intercity Rail Passenger Service on the Effective Date (the "Slow Order Base").

Throughout the term of this Agreement, UP shall maintain its Rail Lines in a manner that will achieve the Base Timetable Speeds and the Slow Order Base by route on UP Rail Lines over which Amtrak provides Intercity Rail Passenger Service on the Effective Date as specified in Appendix I. For purposes of this Section 4.2 UP's DeSoto Subdivision shall be excluded from the Base Timetable Speeds and the Slow Order Base. The parties may mutually agree in writing to adjustments up or down in the Base Timetable Speeds and/or

PUBLIC VERSION - REDACTED

Slow Order Base and corresponding upward or downward adjustments of the compensation to be paid by Amtrak to UP under this Agreement. Notwithstanding anything to the contrary in this Agreement, except as otherwise mutually agreed to by the parties in writing or pursuant to Section 4.3 below, UP shall have no obligation to raise or to maintain any of its Rail Lines to a level above the level established by Federal Railroad Administration ("FRA") Class 4.

Amtrak and UP agree that there is an incremental increase in the cost of maintaining Rail Lines of UP which results from the operation of Amtrak Trains (such costs hereafter referred to as "incremental maintenance costs"). Amtrak and UP further agree that such incremental maintenance costs are distinct from (and do not include any) costs which may be involved in maintaining UP's Rail Lines in a manner that will achieve the Base Timetable Speeds and the Slow Order Base by route as specified in Appendix I. UP agrees that it is obligated so long as this Agreement is in effect to bear without reimbursement the entire cost (except for incremental maintenance costs) of maintaining its Rail Lines used by Amtrak in a manner that will achieve the Base Timetable Speeds and the Slow Order Base by route as specified in Appendix I. Amtrak agrees to the inclusion of reimbursement for the incremental maintenance costs caused by the operation of Amtrak Trains in any compensation arrangement between Amtrak and UP, whether negotiated by the parties or established by a third party pursuant to Section 5.1 of this Agreement.

Amtrak agrees to reimburse UP for any increased costs UP incurs to maintain speeds due to a change in an applicable FRA regulation that affects passenger train operations differently than freight operations. For example, if FRA changes curve elevation requirements for various track speeds which lower the permissible passenger train speed for existing elevation, UP may reduce the speed as required without penalty under this Agreement, and, if Amtrak desired to maintain the previous higher speed, Amtrak would pay for the necessary elevation adjustments.

UP shall permit Amtrak Trains to operate on UP Rail Lines at the maximum speeds authorized by law, and shall cooperate with Amtrak in obtaining any required governmental approval for speed increases, including supporting necessary petitions to permit operation at increased speeds through curves.

Section 4.3 Additional Maintenance and Improvements.

Upon the request of Amtrak, UP shall as promptly as feasible modify its Rail Lines maintenance, at the sole expense of Amtrak for any additional cost to the extent such additional cost is not reimbursed under Appendix IV, so as to increase passenger train speed limits on any part of its Rail Lines to the level specified in such request.

Amtrak shall have the right (i) at its sole expense, to the extent that the cost thereof is not reimbursed under Appendix IV, to require UP to improve its Rail Lines identified in such request, or (ii) subject to mutually satisfactory arrangements, to improve the Rail Lines of UP; provided that any such improvement shall not unduly interfere with or unduly limit UP's other rail operations, that any such requested improvement shall be made as promptly as feasible, and that any increase in maintenance cost occasioned by such improvement shall be paid by Amtrak to the extent that such increased cost is not reimbursed under Appendix IV.

ARTICLE V
ACCOUNTS AND PAYMENTS

Section 5.1 Basis of Payment.

A. Generally. As full and complete compensation for the services and activities performed and the facilities and equipment made available to Amtrak under this Agreement, and for UP's provision of management and corporate resources necessary to enable UP to provide the services, activities, and facilities specified in an efficient and timely manner, Amtrak will pay UP amounts set forth or calculated in accordance with this Subsection A and with Subsections B, C, D and E, below, and other adjustments provided in Subsection F, below. Appendices IV and V (or Appendix VI if it replaces Appendix V by mutual agreement of the parties as provided below) which provide detail on the payments to be made, shall be amended as appropriate to reflect changes in the payments to be made pursuant to this Section 5.1. In addition, line item costs established in the Appendices may be modified pursuant to mutual agreement of the parties to reflect changes in UP's provision of services to Amtrak.

If non-routine services, which are not otherwise covered by this Agreement, are rendered for Amtrak by UP, with prior approval by Amtrak, Amtrak will pay UP the actual incremental costs incurred by UP in performing such services. Incremental cost for non-routine services (i) shall include material, wages, and applicable UP published wage additives for vacation pay, holiday pay, health and welfare benefits, railroad retirement, unemployment insurance, supplemental sickness, supplemental annuities, disability insurance, and funded pensions and UP contributions to the employee 401K plan, and (ii) may also include wages for supervisory personnel for the period they are exclusively involved in supervising an Amtrak project and small tools, supplies and equipment rental as may be required by the project. Amtrak's Authorization Notice Procedures shall be utilized for the approval and billing authorization of these costs, and billings for such costs shall be subject to audit by Amtrak.

B. Initial Service. With respect to the operation of Amtrak Trains by UP hereunder, and the services and facilities initially provided by UP in connection therewith, Amtrak shall pay UP the amounts specified in Appendix IV, subject to adjustment as provided at Section 5.1F below.

C. Modified or Additional Service. With respect to any modified or additional service which does not significantly interfere with other UP operations and which is requested by Amtrak to be provided by UP pursuant to Section 3.2, in connection with the filing of a request for such modified or additional service, Amtrak will specify proposed payments corresponding to those in Subsections B and D of this Section 5.1 for such service. Such proposed payments shall be calculated using the methodology employed in calculating the costs in Appendix IV and shall be designed to provide UP with payment as nearly as possible on the same basis as for comparable services being rendered at that time, taking into account, however, any differences in routes, schedules, consists and any other relevant differences. Also, Amtrak shall specify proposed performance standards and payments consistent with those in Subsection D below in connection with the operation of such service.

In the event UP considers that the method of payment proposed by Amtrak pursuant to this subsection differs in any significant degree from the basis of payment used for the initial service operated by UP as provided in Subsections B and D, Amtrak and UP shall attempt to negotiate a mutually agreeable basis of payment for such modified or additional service. In the event that such negotiations are unsuccessful, UP and Amtrak shall, at the request of either party, jointly initiate arbitration pursuant to Article VI of this Agreement for an order prescribing the payment to be made for the modified services on the same basis as payments were established pursuant to Subsections B and D. Such order shall be retroactive to the date of the modified or additional service. During the pendency of any such proceeding, UP shall provide the services requested by Amtrak under the terms of this Agreement and Amtrak shall pay UP the amount proposed by Amtrak or an interim amount set by the arbitration panel as provided herein. Effective on the date the modified or additional services were initiated, the parties agree to adjust the applicable Appendix or Appendices (and any interim payments) to the final compensation determination as established by the arbitration panel.

D. Performance Payments. In addition to payments otherwise to be made to UP under this Section, UP shall receive additional payments for performance as set forth in Appendix V or, if it replaces Appendix V as provided in this Section 5.1D, in Appendix VI. The parties agree that they shall test the application and effect of the implementation of Appendix VI on such corridors and routes as they shall mutually agree upon in writing from time to time. By mutual written agreement of the parties, Appendix V may be replaced by Appendix VI. Appendix V shall remain in effect unless and until the parties agree in writing that it shall be replaced by Appendix VI.

E. Operation of Express Cars. With respect to the operation of express cars in Amtrak Trains, and the services and facilities provided by UP in connection therewith, Amtrak shall pay UP the amounts specified in Item 9 of Appendix IV.

F. Payment Adjustment. The amount of payments stated to be payable by Amtrak under Subsections B and E of this Section 5.1, and the amounts which become effective

for payment under Subsection C of this Section 5.1, shall be subject to further adjustments as follows:

1. For the purpose of keeping the cost provisions current with the UP's labor, fringe benefit, and material costs, the fixed payments specified in Appendix IV shall be adjusted in accordance with the provisions for price level adjustments set forth in Appendix III.
2. The basis or the amounts of payment shall be appropriately and timely adjusted whenever:
 - (a) UP terminates or does not perform any service or activity; or
 - (b) The provision of any service, activity, or facility hereunder, is changed in accordance with this Agreement.
3. Amtrak may notify UP that it no longer desires UP to perform or furnish specific services, activities, or facilities for which Amtrak compensates UP, and UP shall cease to perform or provide the same within thirty (30) days following its receipt of such notice or such other date as may be mutually agreed upon by the parties (the "Service/Facility Termination Date"). Such notice shall include a schedule of the services, activities, or facilities to be terminated, and, upon the Service/Facility Termination Date, Amtrak shall no longer be required to make payment to UP with respect thereto. Amtrak agrees, however, to reimburse UP the avoidable costs specified in Appendix IV and the necessary cost of removing facilities installed at Amtrak's request which are incurred as a consequence of UP's orderly termination of such services, activities, or facilities irrespective of the date incurred.
4. If Amtrak and UP are unable to resolve any dispute regarding the amount of any change in the basis of payment which may be made pursuant to paragraphs 1 through 3 of this Subsection F, Amtrak and UP shall, at the request of either party, make joint application for arbitration pursuant to Article VI of this Agreement to establish the amount or basis of payment consistent with such paragraphs. Such order shall be effective on the date agreed by the parties or (in the absence of such agreement) upon the date set by the arbitration award. During the pendency of any such proceedings, UP shall provide the services requested by Amtrak under the terms of this Agreement and Amtrak shall pay UP the amount due for services provided by UP pursuant to the terms of this Agreement and not requested to be terminated in accordance with paragraph 3, above, or shall for additional services requested pay the amount proposed by Amtrak or an interim amount set by the arbitration panel. The parties agree to adjust any interim payments to the final compensation determination as established by arbitration.

G. Redetermination of Compensation. The foregoing shall be the basis for compensation for the services and activities performed and the facilities and equipment provided to Amtrak by UP hereunder from the Effective Date until the parties have reached a new agreement with respect to compensation or until the Surface Transportation Board or any successor (hereinafter referred to as "STB") has issued any service order pursuant to a joint application of the parties as hereinafter provided. At any time three (3) years after the Effective Date, Amtrak or UP may notify the other that it wishes to negotiate as to a redetermination of the amount or method of computing the amount of payment for any service or activity performed or facility provided by UP hereunder. In such event, the other party shall promptly negotiate with respect to such a redetermination.

If, within ninety (90) days after the date of such notice, Amtrak and UP are unable to agree as to a new amount or basis of compensation, Amtrak and UP shall, at the request of either, jointly make application to the STB under 49 U.S.C. 24308(a), formerly Section 402(a) of the Act, for an order for the provision of such services and such use of the facilities of UP by Amtrak as are provided for herein on such terms and for such compensation as the STB by order may fix as just and reasonable. Until a new basis of compensation is established, Amtrak shall continue to make periodic payments to UP in the manner and amount provided in this Agreement; provided, however, that for any period after the issuance of an initial service order pursuant to the filing of a joint application hereunder, compensation shall be that which is established by the STB.

H. Trackage Agreements. To the extent possible, UP shall not bill any other railroad in connection with the operation of Amtrak Trains by UP or such other railroad. In the event that charges payable by or to UP under existing joint trackage agreements are affected by operation of Amtrak Trains by UP, UP shall credit to Amtrak the entire amount of increased payments received from another railroad (or reduced payments to another railroad) as a result of Amtrak operations, and Amtrak shall pay to UP any increase in the amount of payments UP is required to make to another railroad (or reduced payments to UP) pursuant to such agreements as a result of Amtrak operations; provided, however, that the amount of any payments for incremental track maintenance payable pursuant to Appendix IV of this Agreement with respect to trackage or facilities also covered by this subsection shall first be offset against any amounts determined to be payable by Amtrak pursuant to this subsection.

Section 5.2 Billing and Payment.

A. Billing; Payment of Monthly Billing.

UP shall submit a Statement of Charges to Amtrak, calculated in accordance with the provisions of Section 5.1, for such month and any adjustments covering prior periods. The Statement of Charges shall be submitted in a form reasonably requested by Amtrak. No billing for payment under this Agreement shall be made by either party to the other more than three (3) years following the date a service was performed or an expense incurred. If any revisions in the forms and methods of billing significantly change the amount of work required by UP in connection with billing Amtrak, the parties will negotiate

May 19, 2010



Mr. Jeffrey S. Meyer
NRPC Operations Officer
Union Pacific Railroad Company
850 Jones Street
Omaha, NE 68102

Dear Mr. Meyer:

This letter amends the January 1, 2000 Agreement Between National Railroad Passenger Corporation (Amtrak) and the Union Pacific Railroad Company (UP) as follows:

Section 5.2.A Billing; Payment of Monthly Billing is amended to read:

"Following the conclusion of each calendar month, UP shall submit a Statement of Charges to Amtrak, calculated in accordance with the provisions of Section 5.1, for such month and any adjustments covering prior periods. The Statement of Charges shall be submitted in a form reasonably requested by Amtrak. No billing for payment under this Agreement shall be made by either party to the other more than three (3) years following the date a service was performed or an expense incurred. If any revisions in the forms and methods of billing significantly change the amount of work required by UP in connection with billing Amtrak, the parties will negotiate a new basis of compensation for such activity. Within thirty (30) days after receipt of such Statement, Amtrak shall pay UP the net amount due UP in accordance with Section 5.1. Amtrak shall mail its payment checks or, at UP's election, wire transfer payment."

This amendment will be effective June 1, 2010.

Please signify your agreement by signing below and returning an original of this letter.

NATIONAL RAILROAD PASSENGER CORPORATION

Date: 5/19/10

BY:

Richard H. Phelps
Richard H. Phelps, Vice President Transportation

UNION PACIFIC RAILROAD COMPANY

Date: 5/24/10

BY:

Jeffrey S. Meyer
Jeffrey S. Meyer, NRPC Operations Officer

cc: Marie Koerner Niece Patterson
Paul Vilter

a new basis of compensation for such activity. Within fifteen (15) days after receipt of such Statement, Amtrak shall pay UP the net amount due UP in accordance with Section 5.1. Amtrak shall mail its payment checks or, at UP's election, wire transfer payment.

B. Right of Review and Audit. Any payment by one party to the other hereunder or settlement between Amtrak and UP shall be subject to audit of one party by the other, including evaluation of operations, performance, and costs. The scope of such audit and evaluation shall be both financial and operational, and may include in the case of an audit of UP by Amtrak, in addition to costs and wages reimbursed by Amtrak, UP's controls, practices, and procedures and their effect upon the efficiency and quality of performance provided by UP. No audit exceptions shall be presented later than three (3) years from the date of the associated billing. To the extent necessary to adequately permit evaluation and verification by one party of the other party's compliance with the terms and conditions of this Agreement, throughout the term of this Agreement and for a period of three (3) years following the final payment made by either party to the other hereunder, on reasonable notice during normal business hours, each party and/or its representatives shall be given reasonable access to the other party's records for inspection and/or copying and to its facilities and appropriate personnel.

Amtrak or its designated agents shall have the right upon reasonable conditions and notice to examine the tracks used in performing Intercity Rail Passenger Service for Amtrak. UP shall furnish, when reasonably requested by Amtrak, existing information pertaining to the condition of the tracks of UP for rail passenger transportation use, which information shall set forth the speed and load capacity of each line segment of the tracks, the condition and capacity of stations and terminals (including any contractual limitations governing UP's use of such stations and terminals), the availability and capacity of maintenance facilities, and current maintenance procedures.

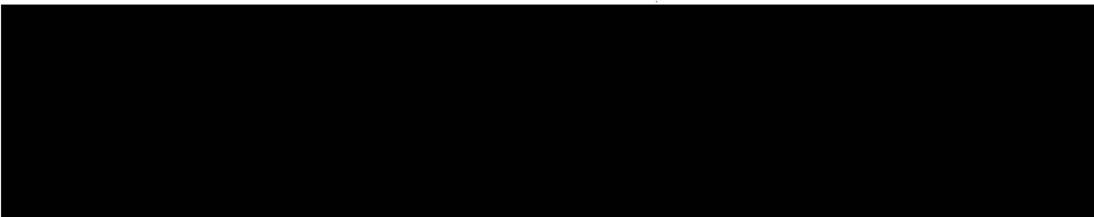
C. Records. Both parties shall maintain supporting accounting, operating, and mechanical department records and any other related data which may reasonably concern the performance of services for Amtrak pursuant to this Agreement, and such supporting documents shall be available for review and audit at points where such records are ordinarily kept. Where pertinent, such records shall include the designated train number and/or locomotive number, and shall be maintained and accumulated on a location-by-location basis. Such records shall be retained not less than thirty-six (36) months and shall be available for inspection and copying during the regular business hours of the location where the record is retained. Specification of such minimum retention period shall not limit the right of review and audit of any records that exist. Each party shall cooperate with the other in such document inspection, review and copying, including, without limitation, providing suitable workspace and access to appropriate personnel.

D. Audit Adjustments. In the event either party believes it has made a payment which exceeds (or has received a payment which is less than) the amount required by the provisions of this Agreement or a settlement between the parties of a matter covered by this Agreement, such party shall submit its written claim for an audit adjustment ("Audit

Adjustment Claim") in reasonable detail (including the theory of and facts supporting the Audit Adjustment Claim) to the other party. An undisputed Audit Adjustment Claim shall be paid promptly by the appropriate party. In the event that an Audit Adjustment Claim is disputed, the parties shall meet to discuss the matter within sixty (60) days following the date of its submission. If such meeting fails to resolve the disagreement, the party that received the Audit Adjustment Claim shall within thirty (30) days following such meeting provide to the other party a written statement of its position on the Audit Adjustment Claim (including the theory of and facts supporting its disagreement). Any Audit Adjustment Claim which is unresolved ninety (90) days after having been submitted shall, at the request of either party, be submitted to arbitration for resolution in accordance with Article VI. If it is established by agreement or arbitration that an overpayment or underpayment has occurred, the amount of such excess or shortfall shall bear monthly compound interest at the Wall Street Journal's prime rate, which is the base rate on corporate loans posted by at least 75% of the nation's largest banks, from the date(s) on which the Audit Adjustment Claim was submitted until the date the appropriate adjustment is made.

Notwithstanding anything to the contrary herein, the parties agree that no adjustment or billings may be made by either party for amounts due or paid prior to the following dates: January 1, 1998 as to the DRGW Basic Agreement and the SPCSL Basic Agreement; January 1, 1997 as to the SPT Basic Agreement (excluding incentives); and April 1, 1995 as to the Third Amendment Agreement.

E. Revision of Flat Rates. If the amount of compensation specified in Appendix IV for a flat rated item varies clearly and substantially from the actual, avoidable costs incurred by UP in connection with such item, and if the flat rate is inaccurate because of the existence of a material mistake of fact, the compensation with respect to such item shall be changed prospectively (from the date upon which notice of discovery of such mistake is given) in order that it will reasonably reflect the avoidable costs incurred by UP which are covered by that item. For purposes of this provision, a material mistake of fact has occurred when there has been significant factual understanding which was incorrect and (i) was relied upon by both parties without knowledge of its error, or (ii) was relied upon by one party, where that party could not reasonably have known that it was incorrect, while the other party either knew it was incorrect or failed to take reasonable steps to determine its accuracy. For purpose of this provision, a variance between actual, avoidable costs and the agreed upon flat rate amount for that item which is less than 20% (unless such variance exceeds \$25,000 per calendar year for the item) will normally be deemed not to be substantial.





ARTICLE VI
ARBITRATION

Section 6.1 Selection of Arbitrator(s).

Except as specifically provided to the contrary in Section 5.1G of this Agreement, any dispute, claim, or controversy between the parties hereto relating to the interpretation, application, or implementation of this Agreement shall be submitted to binding arbitration as set forth in this Article VI. The party wishing to initiate arbitration shall notify the other in writing of its desire to submit the matter to arbitration. Such notice shall contain a statement of the issues and shall designate one arbitrator. Within twenty (20) days of such notice, the other party shall respond in writing by designating a second arbitrator. Within twenty (20) days of designation of the second arbitrator, the two arbitrators designated as aforesaid shall appoint a third arbitrator to serve as chairman. If the two arbitrators so designated fail to appoint a third arbitrator within the time provided herein, the initiating party may request the Chief Judge of the United States District Court for the District of Columbia to appoint a third arbitrator.

Section 6.2 Arbitration Proceedings.

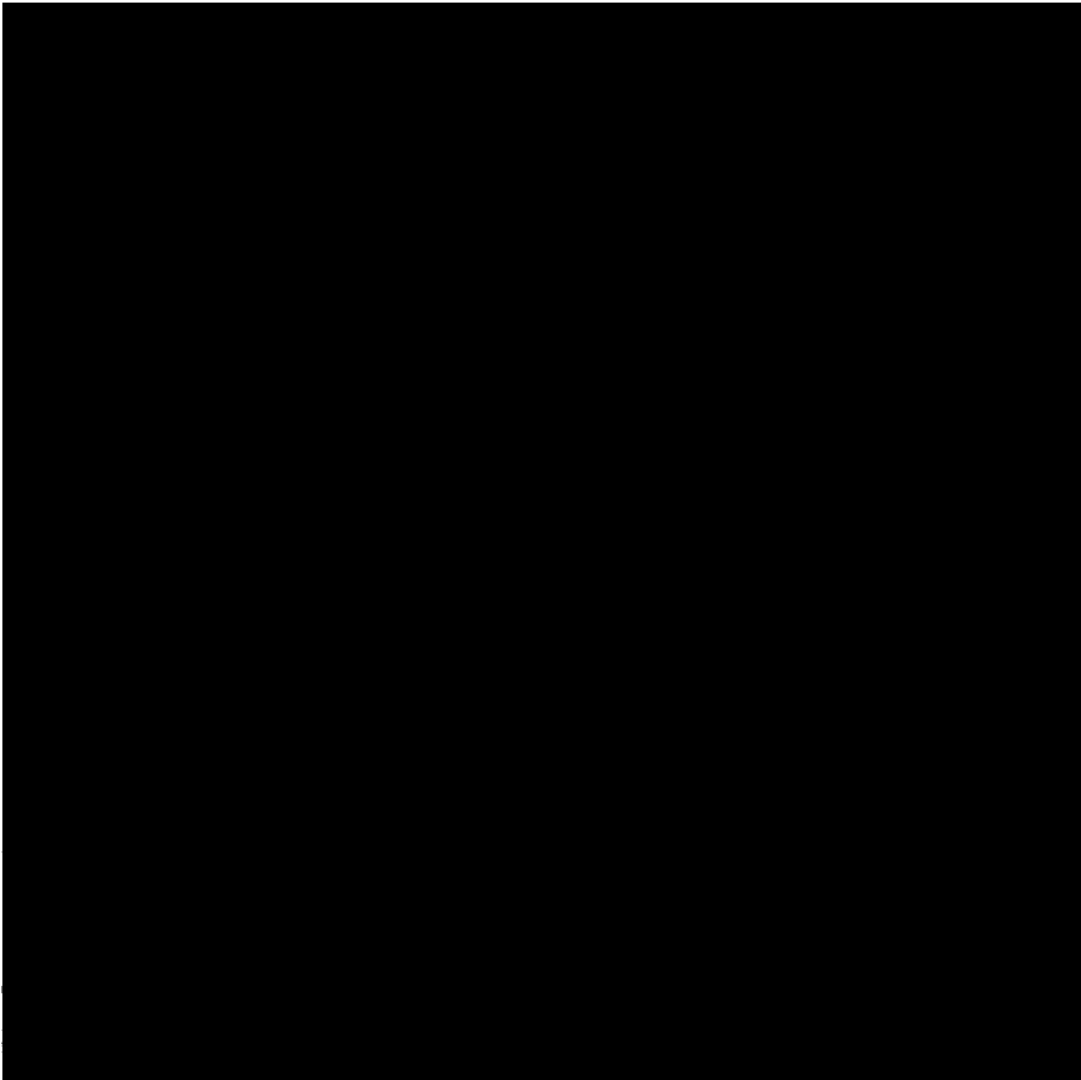
The issues in dispute shall be resolved on the basis of written submissions unless either party requests, or the arbitrators decide to hold, an oral hearing, in which case both parties shall be given reasonable notice of the time and place of such hearing. Every reasonable effort shall be made to obtain the prompt resolution of disputes which are submitted to arbitration pursuant to this Agreement. The parties further specifically agree that neither party shall be entitled to delay the arbitration process significantly by insisting on the application of extensive procedural steps or other actions which cannot clearly be expected to improve the ability of the arbitrators to render a reasonable and fair decision. The arbitrators, or a majority of them, shall promptly render their decision and award in writing to the parties. Any arbitration award rendered hereunder shall be final and binding upon the parties. Judgment upon any such arbitration award may be entered in any United States District Court having jurisdiction over the parties.

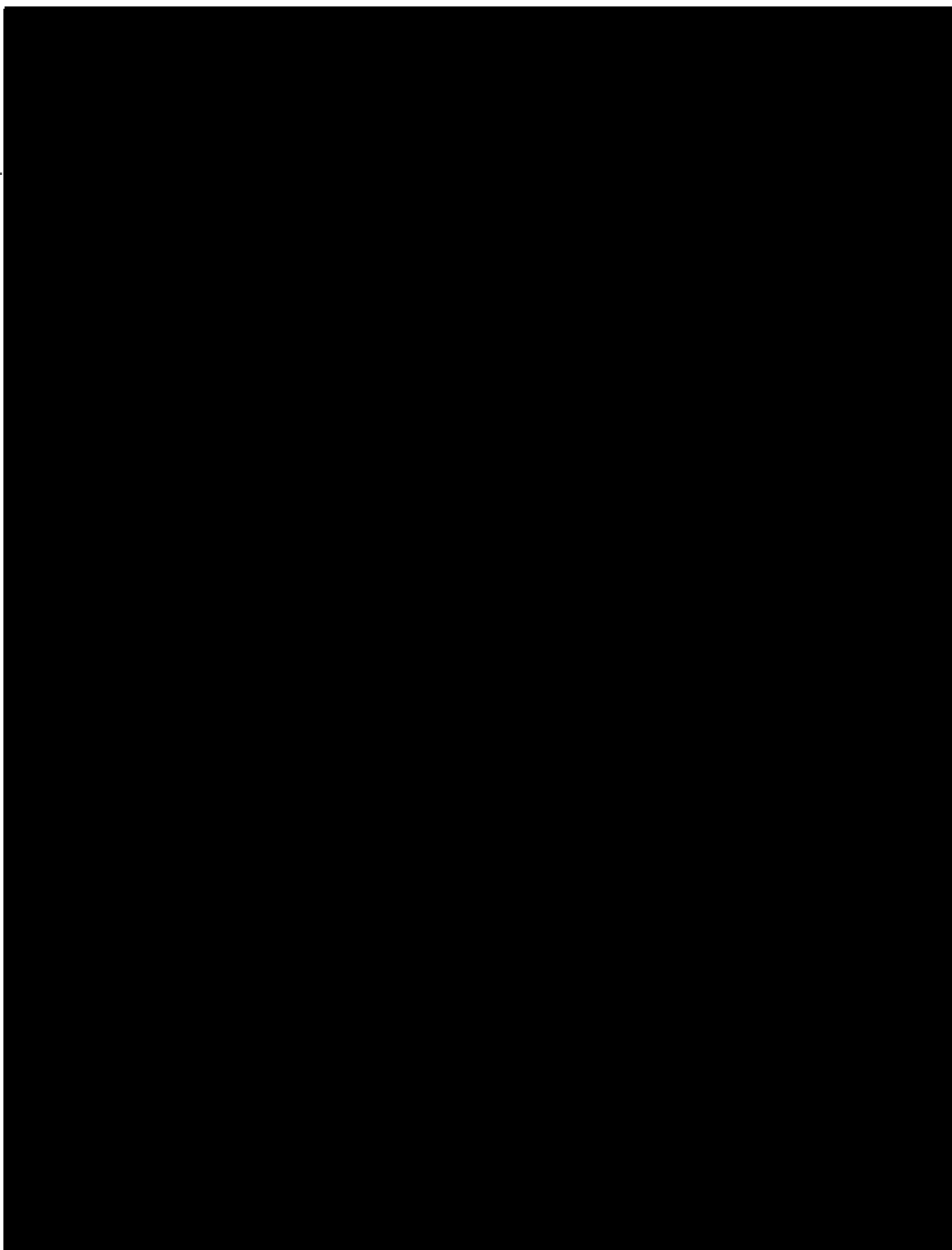
Section 6.3 Costs.

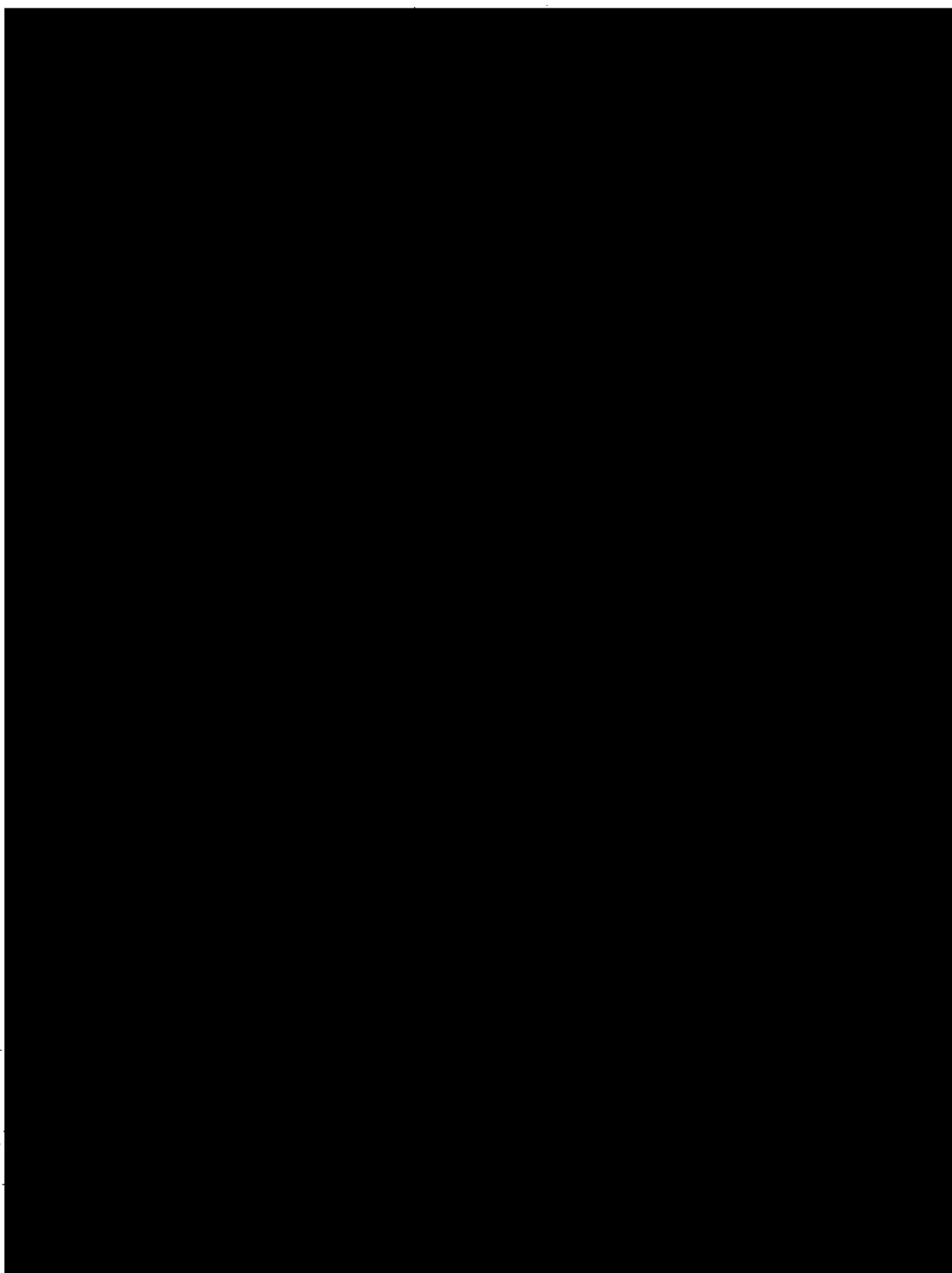
Each party shall bear its own costs and expenses of arbitration, including the fees and any expenses of the arbitrator designated by it. The fees and expenses of the chairman and any other remaining expenses of the arbitration shall be borne equally by the parties.

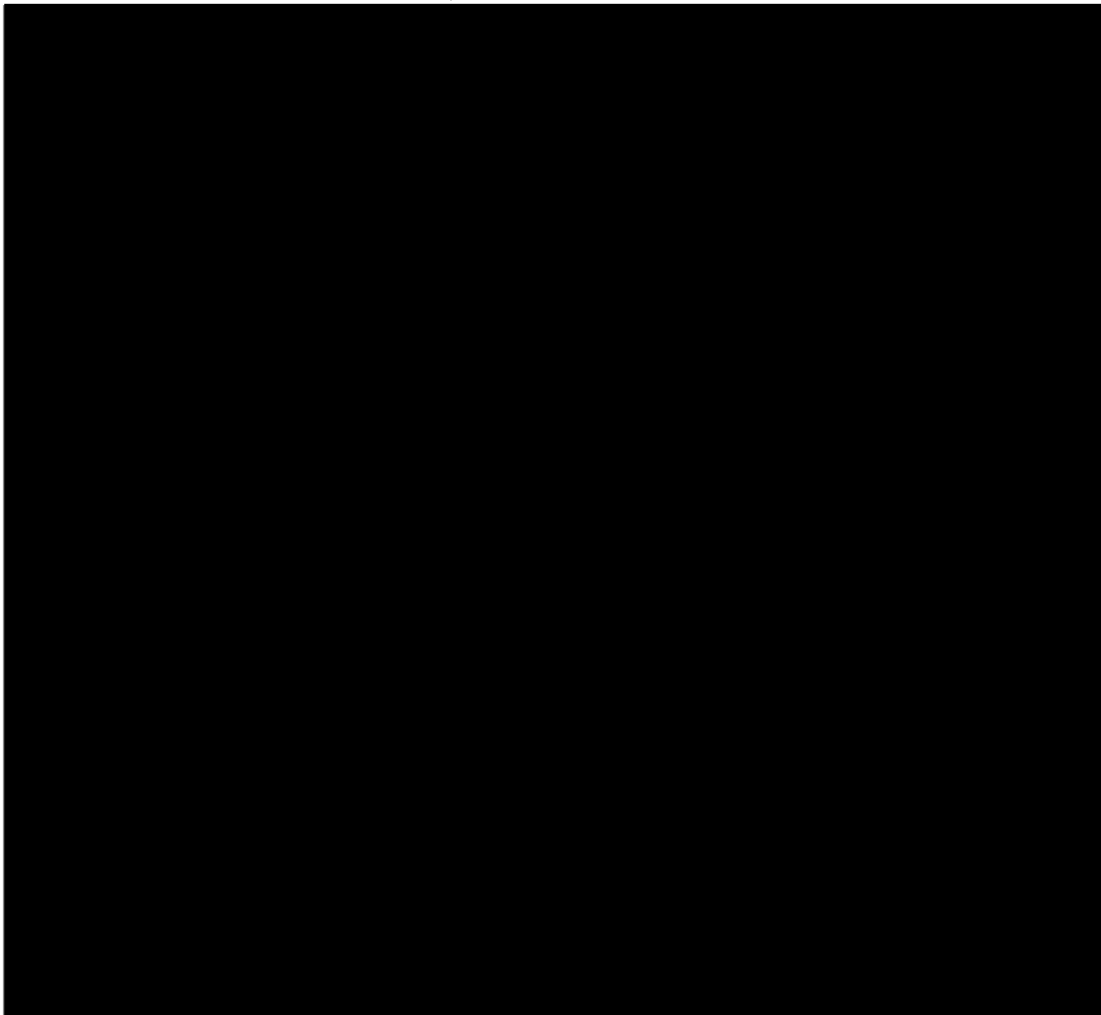
ARTICLE VII
GENERAL

Section 7.1 [Reserved].









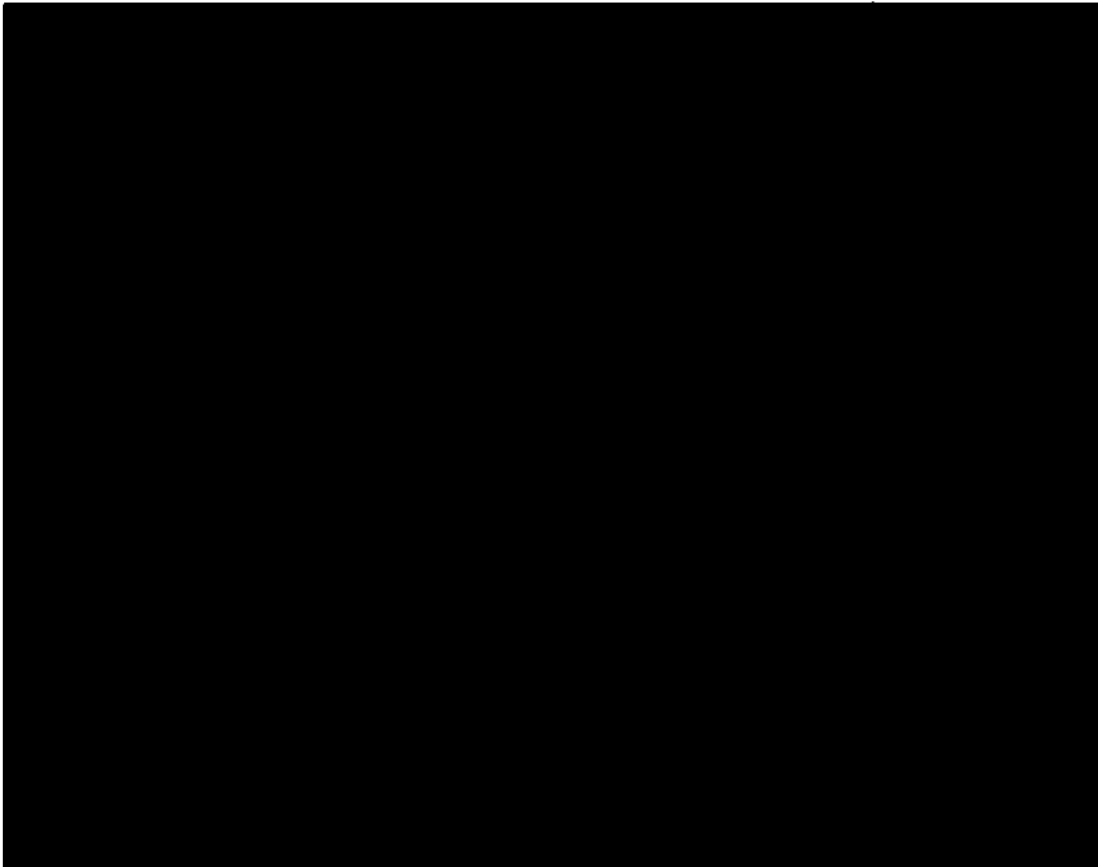
Section 7.3 Insurance Requirements.

Amtrak shall cause its Insurance carriers to add UP as an additional insured on all general liability policies covering Amtrak's operations on UP Rail Lines. Amtrak will also require that UP be added as an additional insured with Amtrak with respect to operations by any third party utilizing Amtrak services provided over UP Rail Lines if Amtrak requires that insurance be provided for it by such third party.

Section 7.4 Amtrak Operations Officer.

With the prior approval of Amtrak, UP shall appoint an individual to be Amtrak Operations Officer and shall so notify Amtrak. The Amtrak Operations Officer shall have the responsibility for administering this Agreement and the performance by UP of its

obligations under this Agreement. This position also will ensure that any issues that may arise under this Agreement will be communicated to upper levels of UP management in order to improve the service and to minimize disputes between the parties. The Amtrak Operations Officer will (i) serve as a liaison between the companies and (ii) be available to meet Amtrak representatives upon reasonable notice and at reasonable times. The Amtrak Operations Officer shall report directly to UP's General Manager – Joint Facilities & Passenger Operations or other comparable position. Should the Amtrak Operations Officer fail to act in a manner that is designed to enhance the business relationship between the parties, Amtrak may request that UP replace the Amtrak Operations Officer, which request will not be unreasonably denied.



ARTICLE VIII
MISCELLANEOUS

Section 8.1 Force Majeure.

The obligations of the parties hereunder, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the party claiming such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 8.2 Successors and Assigns.

The rights and obligations pursuant to this Agreement shall not be assigned, in whole or in part, by either party without the prior approval of the other party.

Section 8.3 Interpretation.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia. All appendices attached hereto are integral parts of this Agreement and the provisions set forth in the appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than Amtrak or UP any legal or equitable right, remedy or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by Amtrak and UP, unless a provision hereof expressly permits either of said parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event such action shall be taken in accordance with the terms of such provision.

Section 8.4 Severability.

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Section 8.5 Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided for or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by the other party, shall be in writing and shall be delivered by

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hand or by deposit in the mails of the United States postage prepaid, if to Amtrak, in an envelope addressed as follows:

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: Senior Director, Contract Management

and if to UP, in an envelope addressed as follows:

Union Pacific Railroad Company
1416 Dodge Street, Room 1200
Omaha, NE 68179
Attention: Amtrak Operations Officer

Each party may change the address at which it shall receive notification hereunder by notifying the other of such change.

Section 8.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original.

Section 8.7 Relationship of Parties.

In rendering any service or in furnishing any equipment, materials or supplies hereunder, UP is acting solely pursuant to this Agreement with Amtrak made pursuant to the Act and not in its capacity as a common carrier.

Section 8.8 Term; Early Termination by UP.

This Agreement shall become effective on the Effective Date and remain in effect for a period of [REDACTED] thereafter, at which time it will continue in effect until terminated by one party on [REDACTED] prior written notice to the other (which notice may be given so as to be effective on the fifth anniversary of the Effective Date); provided, however, that (i) at any time following the third anniversary of the Effective Date either party may seek a redetermination of compensation pursuant to Section 5.1, and [REDACTED]

[REDACTED]

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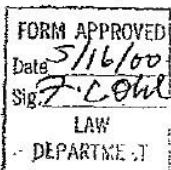
Section 8.9 Equal Employment Opportunity.

UP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. UP will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 8.10 Office of Inspector General.

Nothing in this Agreement is intended to derogate any right, duty or obligation of the Office of Inspector General under the Inspector General Act of 1978, as amended.

IN WITNESS WHEREOF, Amtrak and UP have caused this Agreement to be duly executed by their respective officers thereunto duly authorized.



NATIONAL RAILROAD PASSENGER CORPORATION

By _____

NAME:

TITLE:

L. W. Bullock

Vice Pres. South Freight & RR Affairs

UNION PACIFIC RAILROAD COMPANY

By _____

NAME:

TITLE:

J. H. Koch

Vice President Field Operations

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APPENDIX I, Table A

Page 1 of 3

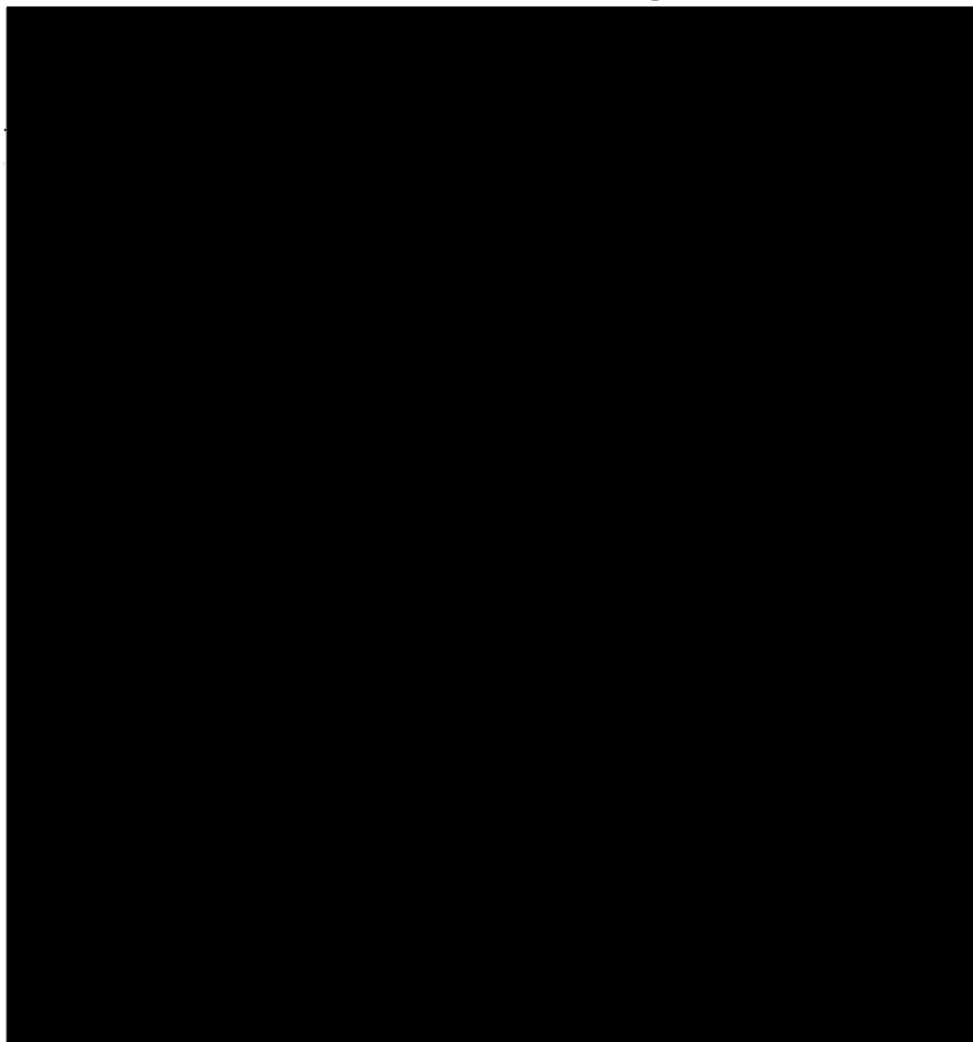


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APPENDIX I, Table A

Page 2 of 3

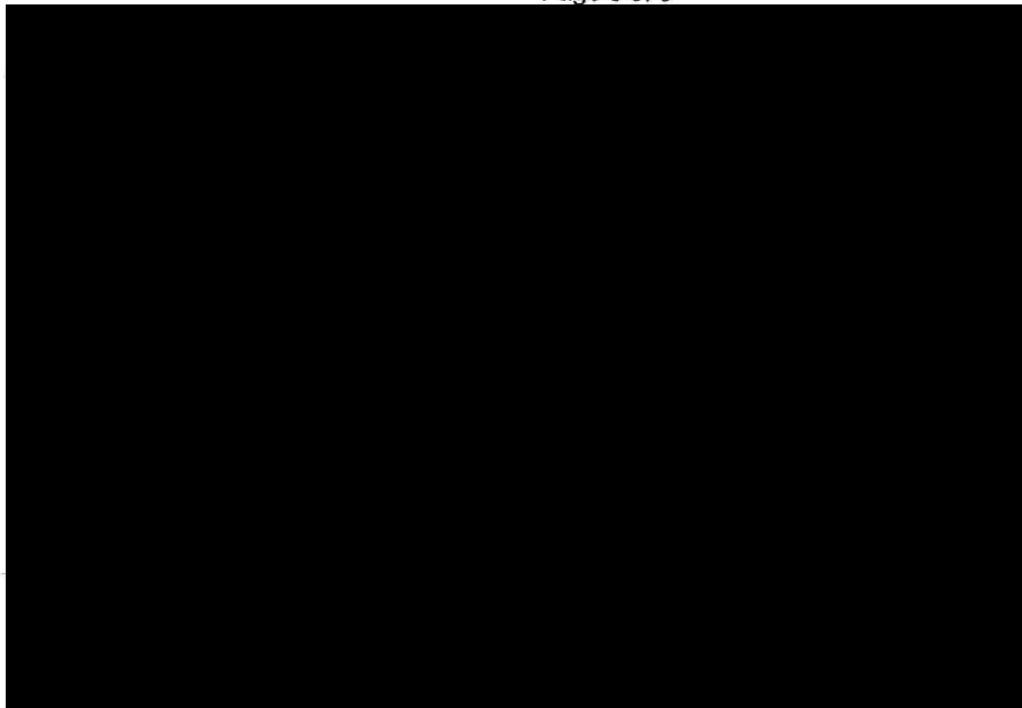


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APPENDIX I, Table A

Page 3 of 3



Page Numbering

The remainder of this Appendix I, Table A is not numerically numbered. To

differentiate the pages, they are lettered a through ooo beginning with the following page.

AVONDALE SUBDIVISION (472) HOUSTON AREA = T.T. #1 17

Appendix Table A, Page 17

Mile Post	Rule 6.3	CP #s	Radio Display: West Bridge Jct. to BNSF Conn. - 4040	WEST STATIONS	EAST STATIONS	Sta. #s	Sliding Feet
10.5	YL ABS			WEST BRIDGE JCT. (4.1)	(M)Y		
14.6		L015		CPL015 (0.3)	X		
14.9				BNSF CONN.			
(4.4)							
SI-01 MAIN TRACK AUTHORITY Yard Limits Between MP 10.5 and MP 14.9. <i>per G.O. #5 Eff. 5-06-99.</i>							
SI-02 MAXIMUM SPEED TABLE Maximum Speed Between Mile Posts 10.5 and 14.9 <i>"Restricted Speed"</i> (Except as Below)..... <i>PSGR FRT 70 60</i> 10.5 and 12.6 <i>35 35</i>							
SI-03 OTHER SPEED RESTRICTIONS Maximum Speed MPH 1. Thru Sidings & Turnouts (No Exceptions.) 2. Dual Control Switch Turnouts (No Exceptions.) 3. Misc. Speed Restrictions (No Exceptions.)							
SI-04 MAIN TRACK DESIGNATIONS - None.							
SI-05 MILE POST EQUATIONS - None.							
SI-06 DTC BLOCK LIMITS - None.							
SI-07 ITEM 13 TRAIN DEFECT DETECTORS - None.							
SI-08 RULES ITEMS Rule 1.14 Crews operating from MP 14.9 (Avondale) to Lafayette are under the supervision of Burlington Northern Santa Fe Railway Texas Division, BNSF Timetable and Special Instructions, General Code of Operating Rules. Rule 8.3 No normal position for main track switches between MP 10.5 and MP 14.9.							
SI-09 FRA EXCEPTED TRACKS Avondale Yard (Old SP Yard): Rip tracks; Engine servicing tracks. Old Algiers Main; Peters Road Lead.							
SI-10 BUSINESS TRACKS - None.							
SI-11 INDUSTRIAL LEADS - None.							
SI-12 TONNAGE RESTRICTIONS - None.							
SI-13 TRAIN MAKE-UP RESTRICTIONS Operation Over Mississippi River Bridge: Over the Mississippi River Bridge maximum trailing tonnage is restricted as follows: A. Behind a car equipped with a standard coupler - 9,000 tons. B. Behind road engine or a car equipped with a high strength coupler - 10,800 tons. When a train or cut of cars exceeds maximum trailing tonnage, a helper engine must be used. Helper engine must not exceed 6,000 horsepower. When calculating total horsepower, DRGW units 5341 through 5413 are to be considered as having 3,500 horsepower. Road engine must not exceed 24 axles of power and 24 axles of dynamic braking. If it is necessary to isolate locomotive(s) to meet maximum power requirements, the tonnage of the isolated locomotives must be added to the trailing tonnage. When train or cut of cars exceed 5,000 tons, acceleration must be kept low, not to exceed 5 MPH while any portion of train is ascending the bridge. When using dynamic brakes, before entering or leaving turnout or crossover on descending grade, dynamic braking must be reduced to one-half of the maximum amperes, 500 feet before engine reaches and 1500 feet after passing through turnout or crossover, and if necessary, automatic brakes applied sufficiently so that speed of 15 MPH or allowable speed will not be exceeded until engine movement is clear of turnout or crossover.							
SI-14 MISC. INSTRUCTIONS Operations on entire Subdivision governed by instructions from the Yardmaster at Avondale Yard. Trains and engines will contact Avondale Yardmaster before entering or departing Avondale Yard Limits.							

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Appendix I, Table A, Page xx

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LAFAYETTE SUBDIVISION (595) HOUSTON = T.T. #1

Mile Post	Rule	CP #s	Radio Display: Iowa Jct. to Dawes - 9696		Sta. #s	Siding Feet
			WEST STATIONS	EAST STATIONS		
205.2	CTC	L680	IOWA JCT. (1.9)			
207.1			EAST IOWA (1.9)			
209.0	DTC ABS		WEST IOWA (7.6)			
216.6	YL ABS		LAKE CHARLES YARD (2.2)	BTY		11400
218.8			LAKE CHARLES (2.1)	Y C 720		
220.9			CALCASIEU RIVER DB (0.3)	(M) Y		
221.2			(X) KCS (A) (1.6)	Y		
222.8			(X) KCS (A) (1.2)	Y		
224.0	DTC ABS		LOCKMOOR SIDING (6.7)		LS519	10500
230.7	CTC		BRIMSTONE (20.7)		LS508	10500
251.4			ECHO (7.8)		LS487	N10800 S10800
259.3			(X) UP (A) (1.2)			
269.5			FRANCIS (11.2)		LS478	9800
271.7			CONNELL (5.3)		LS457	10500
			TOWER 31 (1.1)			
278.1	CTC 2MT		NECHES RIVER DB (1.1)	(M)		
279.2			BNSF CROSSING (0.9)	(M)		
280.1			BEAUMONT (13.6)	BT	B 461	
293.7	CTC		CHINA (8.1)		LS441	11300
299.8			COTTON CREEK (7.4)		LS435	
307.2			DEVERS (11.1)		LS428	11700
318.3			AMES (9.3)		LS418	10300
327.6			DAYTON JCT. (0.4)			
328.0			DAYTON (11.6)		LS407	13000
339.8			CROSBY (7.7)		LS395	14100
347.3			HATCHERY (2.6)		LS382	7400
349.9			FAUNA (3.1)		LS379	13500
353.0			DAWES		LS376	

(147.8)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 205.2 and MP 209.0;
MP 229.8 and MP 353.0.
DTC Between MP 209.0 and MP 215.3;
MP 223.0 and MP 229.8;
Yard Limits Between MP 215.3 and MP 223.0.
ABB Between MP 209.0 and MP 229.8.

SI-02 MAXIMUM SPEED TABLE

Maximum Speed	MPH	
Between Mile Posts	PSGR	FRT
205.2 and 353.0	70	60
(Except as Below).....	45	45
205.2 (X)	70	55
205.2 and 216.4	40	40
216.4 and 217.5	20	20
217.5 and 219.1	40	40
219.1 and 220.6	25	25
220.6 and 220.7	40	40
220.7 and 222.8	25	25
222.8 (KCS Xing)	35+	35+
226.7 and 229.0	40+	40+
241.5 and 242.0	55	40
247.4 and 255.0	35	35
255.0 and 259.3	50	40
275.6 and 276.9	20	20
276.9 and 278.0	15	15
278.0 D	20	20
278.0 and 279.3	65	50
282.4 and 301.3	65	50
308.5 and 319.9	30	30
319.9 and 322.3	60+	40+
322.3 and 327.6	65	60
327.6 and 342.2	55	40
342.2 and 343.5	30	30
343.5 and 344.2	55	40
344.2 and 345.0	50	50
352.7 and 353.0		

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed	MPH
1. Thru Sidings & Turnouts	
Lake Charles, Lockmoor, Brimstone, Beaumont, CONNELL, NORTH ECHO.....	25 MPH
2. Dual Control Switch Turnouts	
L680.....	40
Xovers between MP 280.1 & KCS MP 766.7.....	20
Xovers between KCS MP 766.7 & KCS MP 766.0.....	5
3. Misc. Speed Restrictions = Add = THRU Xovers = 290.0 & KCS RR MP 766.0 = 15 MPH	
Connecting Track Iowa Jct to BNSF.....	20
Orange, Field tracks.....	5
Connell, Trinity Industries tracks.....	5
Track scale Chevron Plant (Orange).....	5
Orange, new lead in field track.....	5
Orange, City Lead Track.....	5
Beaumont: All yard tracks.....	7
Ex. Inside Trk. 338 & Outside Trk. 339.....	5
House Tracks: Tulane, Ames.....	5
Lake Charles Yard: Trk. 601 & 602.....	5

SI-04 MAIN TRACK DESIGNATIONS - FROM PAGE 9

Two main tracks between Beaumont (Langham Road)
MP 282.4 and west end Neches River Bridge.

SI-05 MILE POST EQUATIONS

MP 277.0 = KCS MP 764.9;
MP 278.1 = KCS MP 766.0.

SI-02 - MAXIMUM SPEED TABLE

DELETE PARTS READING:	FSCR	FRT
278.0 AND 282.4.....	20	20
327.6 AND 342.2.....	65	50

ADD:

221.2 (KCS CROSSING).....	25	25
278.0 AND 279.3.....	20	20
279.3 AND 280.1.....	30	30
280.1 AND 282.4.....	40	40
327.6 AND 342.2.....	65	60

Ref: Houston Area TT #1
 FROM G.O. #14 = Lafayette Subdivision
 Eff. 12-09-99

SI-03 - OTHER SPEED RESTRICTIONS

DELETE:

1. THRU SIDINGS & TURNOUTS
 LAKE CHARLES, LOCKMOORE, BRINSTONE,
 BEAUMONT..... 15

3. MISC. SPEED RESTRICTIONS

CONNECTING TRACK IOWA JCT TO BNSF.....	20
ORANGE, FIELD TRACKS.....	5
CONNELL, TRINITY INDUSTRIES TRACKS.....	5
TRACK SCALE CHEVRON PLANT (ORANGE).....	5
ORANGE, NEW LEAD IN FIELD TRACK.....	5
ORANGE, CITY LEAD TRACK.....	5
BEAUMONT: ALL YARD TRACKS.....	7
EX. INSIDE TRK. 339 & OUTSIDE TRK. 339.....	5
HOUSE TRACKS: TULANE, AMES.....	5
LAKE CHARLES YARD: TRK. 601 & 602.....	5

ADD:

1. THRU SIDINGS AND TURNOUTS	NPH
LAKE CHARLES, CONNELL, NORTH ECHO, BEAUMONT.....	15
BRINSTONE, LOCKMOORE.....	25

3. MISC. SPEED RESTRICTIONS

THRU CROSSEOVERS BETWEEN HP 290.0 AND KCS RR MP 766.0.....	15
CONNECTING TRACK IOWA JCT TO BNSF.....	20
CONNELL, TRINITY INDUSTRIES TRACKS.....	5
TRACK SCALE CHEVRON PLANT (ORANGE).....	5
ORANGE, CITY LEAD TRACK.....	5
HOUSE TRACK, AMES.....	5

SI-05 - DTC BLOCK LIMITS

DELETE PART READING:

229.0 BRINSTONE 223.0

SI-08 - RULES ITEMS

ADD:

EXCEPTION TO RULE 6.4.2.4: THIS RULE DOES NOT APPLY AT THE EAST END OF
 LOCKMOORE SIDING (EAST CONTROL POINT) UNDER THE FOLLOWING CONDITIONS:

1. TRAIN OR ENGINE HAS TRACK AND TIME IN SIDING AND,
2. TRAIN OR ENGINE HAS "YES" ON THE EAST SIDING SWITCH.

SI-11 - INDUSTRIAL LEADS

ADD:

SABINE INDUSTRIAL LEAD: MP 29.6 (SOUTH YARD BEAUMONT) EASTWARD TO MP

32

TERMINAL SUBDIVISION (605) *HOUSTON = T.T. #1*

Post	Rule 6.3	CP #s	WEST STATIONS	EAST STATIONS	Sta. #s	Siding Feet
353.0	CTC 2MT		DAWES (2.2)		LS376	
355.2			MESA CROSSOVER (1.5)			
358.7			E. SETTEGAST JCT. (TRK 1) (0.1)			
358.8			TOWER 87 (0.1)	(X)HMB(M)	LS373	
358.9			W. SETTEGAST JCT. (TRK 1) (0.5)			
357.4			ENGLEWOOD (1.0)	BT	LS372	Yard
358.4			TOWER 68 (0.4)	T		
358.8			HOUSTON RAMP (1.7)			
360.5	CTC		TOWER 26 (0.5)	T (X)HMB(M)	LS368	
361.0			HARDYST. (1.4)			Yard
362.4			NILES JCT. (0.4)			
362.8	DT		CHANEY JCT. (2.9)		LS364	
365.7			EUREKA (4.2)	T	BA001	
			BELLAIRE JCT. (5.1)		LT004	
375.0			WEST JCT.			

PSGR. MAIN

360.5	CTC 2MT		TOWER 26 (0.8)	T (X)HMB(M)	LS368	
0.8	YL		TOWER 108 (0.6)			
1.4	DT		HOUSTON (1.4)	Y		
2.8			CHANEY JCT. (2.9)		LS364	

(220)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 353.0 (Dawes) and MP 362.8 (Chaney Jct.); MP 0.0 (Tower 26) and MP 0.8 (Houston) on PSGR. Main.

Rule 9.14 Between MP 1.4 (on PSGR. Main) and MP 375.0 (West Jct.).

Rule 9.15 Between MP 1.4 (on PSGR. Main) and MP 1.4 (Houston) on PSGR. Main only.

Yard Limits Between MP 0.8 (Tower 108) and MP 1.4 (Houston) on PSGR. Main only.
(Do not enter yard limits without authority from control operator -STO-1).

SI-02 MAXIMUM SPEED TABLE *PER G.O. #16, Eff. Feb. 9, 2000*

Maximum Speed *376.5* MPH

Between Mile Posts
353.0 and 375.0 *376.5* PSGR FRT

(Except as Below)..... 50 50

353.0 (Turnout Trk. 1) 25 25

356.2 and 357.1 30 25

357.1 and 360.7 30 30

360.7 and 362.8 *363.7* 20 20

362.8 and 365.7 *364.6* 30 30

365.7 and 366.9 25 25

366.9 and 374.0 *376.1* 45 45

374.0 and 375.0 *376.5* 40 40

Between Mile Posts

0.0 and 2.8 PSGR FRT

(Except as Below)..... 50 50

0.0 and 1.7 10 10

1.7 and 2.8 30 30

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed MPH

1. Thru Sidings & Turnouts (No Exceptions.)

2. Dual Control Switch Turnouts (No Exceptions.)
All crossovers Dawes to Bellaire Jct... 10

Except: Mesa, Jensen Dr., Tower 26,
Eureka, Chaney Jct..... 25

3. Misc. Speed Restrictions
Connecting tracks and turnouts E. and
W. Settegast Jct..... 15

SI-04 MAIN TRACK DESIGNATIONS

Two main tracks between Dawes and Tower 26;
Chaney Jct. And West Jct.

Two main tracks on PSGR. Main between Tower 26
and Tower 108; Houston and Chaney Jct.

SI-05 MILE POST EQUATIONS

MP 360.5 = MP 0.0 at Tower 26;

MP 2.8 = MP 362.8 at Chaney Jct.

SI-06 DTC BLOCK LIMITS - None.

SI-07 ITEM 13 TRAIN DEFECT DETECTORS (#) 371.2

per G.O. # 16 - Eff. 2-09-00
except thru dual-controlled turnouts:
Switch 1 & Switch 2 at West Jct.
and dual-control turnouts at
Universal Crossover, MP 370.9 = 40 MPH.

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GLIDDEN SUBDIVISION (628) HOUSTON AREA = T.T.#1

Appendix I, T A Page 344

Mile Post	Rule 6.3	CP #s	Radio Display: Harrisburg Jct. to Flatonia - 9696	WEST STATIONS	EAST STATIONS	Sta. #s	Sliding Feet
1.3	CTC			HARRISBURG JCT. (0.3)		SO000	
1.6				KATY NECK (0.1)	(X)UP(G)		
1.7				TOWER 30 (2.9)	(X)UP(A)	SO001	
4.6				TOWER 81 (4.6)	(X)BNSF(M)	B367	
9.2				PIERCE JCT. (0.7)	(X)UP(A)	AE007	
9.9				STELLA (1.4)		SO009	6341
11.3				EAST JCT. (1.3)		SO010	
12.6				WEST JCT. (5.8)		SO011	
18.4				MISSOURI CITY (6.3)		SO017	6238
24.7				SUGAR LAND (4.7)		AG033	7646
29.4				HARLEM (6.9)		SO028	6477
36.3				TOWER 17 (0.7)	(X)BNSF(M)	SO036	
37.0				ROSENBERG (12.4)		SO037	10587
49.4				EAST BERNARD (12.7)		SO048	8731
62.1				LISSIE (6.2)		SO061	8700
68.3				EAGLE LAKE JCT. (1.7)		SO068	
70.0				EAGLE LAKE (4.0)	BTI	SO069	10018
74.0				RAMSEY (13.1)		SO074	5612
87.1				GUDDEN (12.5)		SO086	16100
99.6				WEIMAR (20.4)		SO098	10779
120.0				FLATONIA (X)UP(M)	TI	SO119	9597
(118.7)							
SI-01 MAIN TRACK AUTHORITY							
CTC Between MP 1.3 and MP 120.0							
Yard Limits Between MP 119.8 and MP 120.0 on connector track to Port Lavaca Subdivision.							

SI-02 MAXIMUM SPEED TABLE Revisions Per G.O. #31-

Maximum Speed Eff. 01-20-00 = AND MPH
Between Mile Posts See Next page.

Maximum Speed	PSGR	FRT
1.3 and 120.0		
(Except as Below)	70	60
1.3 and 1.7	10	10
1.7 and 12.6	20	20
12.6 and 21.8	45	45
21.8 and 26.5	60	60
26.5 and 30.3	60	60
30.3 and 32.6	60	60
32.6 and 36.8	50	40
36.8 and 67.1	50+	50+
67.1 and 69.2	60	55
69.2 and 80.7	60	55
80.7 and 81.9	55	55
81.9 and 82.5	40	40
82.5 and 84.1	30+	30+
84.1 and 85.5	60	55
85.5 and 90.3	60	60
90.3 and 91.5	35	35
91.5 and 98.2	55	55
98.2 and 99.3	60	60
99.3 and 101.8	65	60
101.8 and 106.8	45+	45+
106.8 and 108.4		
108.4 and 111.6		
111.6 and 120.1		

** Only freight trains exceeding 80 TPOB must comply with speed restriction. Speed restriction will not apply when signal at speed restriction location displays CLEAR.

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed	MPH
1. Thru Sidings & Turnouts	
Stella, Ramsey, Glidden, Houston	10
Through crossovers between siding and main track, Flatonia (MP 120.1)	10
2. Dual Control Switch Turnouts	
Connecting track and turnouts to Port Lavaca Sub. within interlocking (MP 120.0)	20
3. Misc. Speed Restrictions (No Exceptions.)	

SI-04 MAIN TRACK DESIGNATIONS - None.

SI-05 MILE POST EQUATIONS - None.

SI-06 DTC BLOCK LIMITS - None.

SI-07 ITEM 13 TRAIN DEFECT DETECTORS

(#) 15.6	(#) 42.5	(#) 81.4
(#) 28.1	(#) 47.4	(#) 86.0
(#) 30.3	(#) 57.2	(#) 93.9
(#) 34.5	(#) 75.7	(#) 109.5

except 4.5-4.7-10/10
ex. 24.5-24.9-45/45
85.5-90.3-40/40
120.0(X)=25-25

Dual-Contr. T.O.'s 1 & 2 at West Jct = 40

PUBLIC VERSION - REDACTED

ALL TRAINS MUST MAINTAIN THE MAXIMUM SPEEDS INDICATED BELOW
GOING ON DUTY.

SI-02 - MAXIMUM SPEED TABLE

ENTIRE MAXIMUM SPEED TABLE REVISED AS FOLLOWS:

*PER G.O. # 31-
JAN. 20, 2000*

MAXIMUM SPEED BETWEEN MILE POSTS	MPH PSGR FRT
1.3 AND 120.0 (EXCEPT AS BELOW).....	70 60
1.3 AND 1.7	10 10
1.7 AND 4.5	20 20
4.5 AND 4.7	10 10
4.7 AND 12.6.....	20 20
19.0 AND 21.8.....	45 45
21.8 AND 24.5.....	60 60
24.5 AND 24.9.....	45 45
24.9 AND 32.6.....	60 60
32.6 AND 36.8.....	50 40
67.1 AND 69.2.....	50+ 50+
80.7 AND 81.9.....	60 55
81.9 AND 82.5.....	55 55
82.5 AND 84.1.....	40 40
84.1 AND 85.5.....	30+ 30+
85.5 AND 90.3.....	40 40
90.3 AND 91.5.....	60 55
91.5 AND 96.2.....	60 60
96.2 AND 99.3.....	35 35
101.8 AND 106.8.....	55 55
106.8 AND 108.4.....	60 55
108.4 AND 111.6.....	65 60
120.0 (X).....	25 25
110.9 AND 120.1.....	45+ 45+

*Glidden
Subdivision*

*(Houston
Area T.T. #1)*

Appendix I, Table A, Page bbb

SI-03 - OTHER SPEED RESTRICTIONS

DELETE:

1. THRU SIDINGS & TURNOUTS
ROSENBERG, RAMSEY, GLIDDEN, WEIMAR..... 10
THROUGH CROSSOVERS BETWEEN SIDING AND
MAIN TRACK, FLATONIA (MP 120.1)..... 10

ADD:

1. THRU SIDINGS & TURNOUTS
STELLA, RAMSEY, GLIDDEN..... 10
THROUGH CROSSOVERS BETWEEN SIDING AND
MAIN TRACK, FLATONIA (MP 120.1)..... 10
2. THRU DUAL-CONTROL TURNOUTS SWITCH 1
AND SWITCH 2 AT WEST JUNCTION 40
3. DUAL-CONTROL SWITCH TURNOUTS
FLATONIA EAST SIDING SWITCH TURNOUT
TO GLIDDEN SUBDIVISION..... 10
4. MISC SPEED RESTRICTIONS
SCHULENBURG-DWI SPUR TRK..... 5
5. DUAL-CONTROL SWITCH PIERCE JCT 10

SI-08 - RULES ITEMS

DELETE:

RULE 6.17 INSTRUCTION READING: 'NORMAL POSITION FOR JUNCTION SWITCH
KATY NECK IS FOR MOVEMENT TO CHAS JCT ON STRANG SUBDIVISION' IS
CANCELLED.

RULE 9.17 FLATONIA: PERMISSION MUST BE OBTAINED FROM TRAIN DISPATCHER
BEFORE ENTERING MAIN TRACK AT FLATONIA AFTER DECELERATION HAS BEEN

PUBLIC VERSION - REDACTED

6

FLATONIA SUBDIVISION (632) SAN ANTONIO AREA = T.T. #1

Mile Post	Rule 6.3	CP #'s	Radio Display: Heame to Giddings -9696 Giddings to Kirby -1414	WEST STATIONS	EAST STATIONS	Sta. #'s	Sliding Feet
0.0	YL ABS			HEARNE (2.4)	BTY	AX171	
2.4	CTC			WEST HEARNE (8.3)			
10.7				EAST MUMFORD (0.9)		BV092	8154
11.6		Q992		MUMFORD (8.5)		BV092	
18.1				VARISCO (8.8)		FL018	8806
24.9				COOKS POINT (5.9)		FL025	8300
30.8				CALDWELL (14.2)		FL031	10355
45.0				DIME BOX (14.6)		FL045	8569
58.6	DTC ABS			GIDDINGS (14.9)		FL058	8387
73.5				WINCHESTER (3.4)		FL073	8602
77.0				WEST POINT (11.1)	(X)UP(A)		
88.1				MULDON (9.3)		FL088	9600
97.4	CTC			FLATONIA (10.3)	IBTY (X)UP(A)	SO119	9597
120.0				WAELEDER (13.6)		SO129	8338
130.3				HARWOOD (8.4)		SO143	8685
143.9				LUNING (10.5)		SO152	10282
153.3				KINGSBURY (12.7)		SO163	8442
163.8				NOLTE (11.6)		SO185	8342
178.5				CIBOLO (7.1)		SO197	9673
188.1				RANDOLPH (7.0)		SO204	8453
195.2				KIRBY	IT	SO211	9653
202.2							

(169.2)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 2.4 and MP 58.6;
MP 122.0 and MP 202.2.

DTC Between MP 58.6 and MP 97.0

ABS Between MP 0.0 and MP 2.4;
MP 52.1 and MP 122.0.Yard Limits Between MP 0.0 and MP 2.4;
MP 119.8 and MP 122.0 on connector track to
Port Lavaca Sub..

SI-02 MAXIMUM SPEED TABLE

Maximum Speed

MPH

Between Mile Posts

0.0 and 202.2

(Except as Below).....

0.0 and 1.0 75 70

1.0 and 1.4 25

1.4 and 2.4 10

2.4 and 3.8 25

3.8 and 6.9 50

6.9 (X) 60

6.9 and 58.6 50

59.4 and 67.5 60

67.5 and 77.0 40

77.0 and 79.8 55

79.8 and 84.8 40

84.8 and 85.1 60

85.1 and 90.8 55

90.8 and 96.6 60

96.6 and 97.1 45

97.1 and 120.1 25

120.1 and 121.2 60 60

122.0 ** W 55+ 55+

128.4 and 128.6 70 65

138.4 and 138.7 65 65

143.8 and 144.9 70 70

145.7 and 147.7 70 65

152.2 and 154.4 40+ 40+

156.7 and 157.0 40 40

165.1 and 165.5 70 65

168.2 and 168.6 70 65

173.1 and 174.3 45 45

174.3 and 178.7 60 60

189.2 and 191.4 55 55

191.4 and 196.3 70 70

196.3 and 197.1 40+ 40+

197.1 and 201.2 70 70

201.2 and 202.2 30+ 30+

** Only freight trains exceeding 80 TPOB must
comply with speed restriction. Speed restriction
will not apply when signal at speed restriction
location displays CLEAR.

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed

MPH

1. Thru Sidings & Turnouts

Crossovers in sidings Flatonia..... 25

2. Dual Control Switch Turnouts

Flatonia turnout to Port Lavaca

Subdivision within interlocking..... 20

3. Misc. Speed Restrictions

Hearne Yard - All yard tracks except

Old Dalsa Main..... 5

SI-04 MAIN TRACK DESIGNATIONS

Westward movements thru siding Mumford connects
to Navasota Subdivision at South Mumford (CP
Q092) only.

SI-05 MILE POST EQUATIONS

MP 97.4 = MP 120.0 (Flatonia).

SI-06 DTC BLOCK LIMITS

WEST BLOCK NAME EAST

74.3 Giddings 58.6

89.0 Winchester 74.3

97.0 Muldoon 89.0

Appendix Table A, Page ccc

Per
G.O.
#13:
Eff.
11-05-99:
Flatonia,
E. Sdg. SW.
T.O. To
Giddens
Sub=10

12

DEL RIO SUBDIVISION (640) SAN ANTONIO AREA-T.Y.#1

St	Rule 6.3	CP #s	Radio Display: Kirby to Withers -1414 Withers to Del Rio -9696 San Antonio Yard -2626	WEST STATIONS	EAST STATIONS	Sta. #s	Sliding Feet
202.2	CTC			KIRBY (5.2)	IT	SO211	9653
207.4	ABS 2MT			EAST YARD (0.6)	BTY	SO216	
208.0	DT ABS			TOWER 121 (1.3)	(M)B		
209.3				SAN ANTONIO (1.7)		AX340	
211.0	CTC 2MT			TOWER 112 (1.7)	(X)UP(M)		
212.7				TOWER 105 (6.1)	(X)UP(M)		
218.8				WITHERS (1.3)		SO228	
220.1	CTC			GW JCT. (4.3)	X		
224.5				MACDONA (10.5)		SO233	8459
235.0				LACOSTE (13.3)		SO244	8288
248.3				DUNLAY (11.4)		SO257	8344
259.7				HONDO (11.0)		SO269	8810
270.7				SECO (7.9)		SO280	8341
278.6				SABINAL (11.0)		SO288	8428
289.6				KNIPPA (11.5)		SO299	8358
301.1				UVALDE (14.0)		SO310	8305
315.1				OBI (4.4)		SO324	8207
319.5				CLINE (5.2)	T	SO325	
324.7				ODLAW (8.9)		SO334	8271
333.6				AVACACHO (6.1)		SO343	8365
341.7				SPOFFORD (12.9)	T	SO351	8843
354.6				PINTO (8.2)		SO364	8212
362.8				AMANDA (7.3)		SO372	8457
370.1				JOHNSTONE (8.4)		SO379	8239
378.5				DEL RIO (176.3)	IB	SO387	9214

SI-03 OTHER SPEED RESTRICTIONS (PG. 13) MPH	
Maximum Speed	
1. Thru Sidings & Turnouts (No Exceptions.)	
Dunlay and Uvalde.....	25
2. Dual Control Switch Turnouts	
Tower 121 crossover and Tower 112 crossover.....	10
Misc. Speed Restrictions	
Wye tracks: Cline, Spofford.....	10
Connecting track at GW Jct.....	40

SI-01 MAIN TRACK AUTHORITY

ABS Between MP 206.4 and MP 211.0.

CTC Between MP 202.2 and MP 206.4;
MP 211.0 and MP 378.5.

Rule 9.14 Applies between MP 207.9 and MP 211.0

Rule 9.15 Applies between MP 206.4 and MP 211.0. Tower 121 Control Operator issues Track Permits.

Yard Limits Between MP 206.4 and MP 207.9

SI-02 MAXIMUM SPEED TABLE

Maximum Speed

Rev's per G.O. #14=
Eff. 12-27-99: MPH

Between Mile Posts

202.2 and 378.5

PHGR FRT

(Except as Below)

202.2 and 206.3

206.3 and 211.0

211.0 and 215.8

215.8 and 218.8

218.8 and 225.5

225.5 and 228.5

228.5 and 230.3

230.3 and 236.5

236.5 and 249.7

249.7 and 251.3

251.3 and 251.9

251.9 and 253.8

253.8 and 257.5

257.5 and 259.6

259.6 and 266.3

266.3 and 268.4

268.4 and 272.2

272.2 and 279.1

279.1 and 280.6

280.6 and 286.0

286.0 and 290.9

290.9 and 291.6

291.6 and 299.7

299.7 and 300.7

300.7 and 304.0

304.0 and 307.0

307.0 and 307.3

307.3 and 322.1

322.1 and 332.0

332.0 and 334.3

334.3 and 338.7

338.7 and 340.8

340.8 and 342.0

342.0 and 355.0

355.0 and 356.4

356.4 and 357.6

357.6 and 361.3

361.3 and 366.2

366.2 and 366.5

366.5 and 367.6

367.6 and 371.3

371.3 and 372.4

372.4 and 375.0

375.0 and 378.3

378.3 and 378.5

SI-03 - OTHER SPEED RESTRICTIONS

ADD:

2. DUAL CONTROL SWITCH TURNOUT

TRANSFER TRK (MP212.7 - DEL RIO SUB).....20

TRANSFER TRK (MP260.8 - AUSTIN SUB).....15

THRU CROSSOVER TO HEAFER JCT. (LAREDO SUB).....20

3. TRANSFER TRACK (DEL RIO - AUSTIN SUB).....20

Appendix I, Table A, Page ddd

PUBLIC VERSION - REDACTED

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SANDERSON SUBDIVISION (647) SAN ANTONIO AREA - T.T. #1

Appendix Table A, Page eee

Mile Post	Rule 6.3	CP #1's	Radio Display: Del Rio to Sanderson -9696 Sanderson to Alpine -1414		Sta. #1's	Sliding Feet
			WEST ▼ STATIONS ▲	EAST ▲		
378.5	CTC		DEL RIO (12.9)	IB	S0387	9214
391.4			AMISTAD (10.7)	I	S0400	10345
404.8			FEELY (8.8)	I	S0411	8370
413.4			COMSTOCK (10.0)	I	S0420	10649
423.4			LULL (8.1)	I	S0430	8396
431.5			SHUMLA (11.2)	I	S0438	9027
442.7			LANGTRY (13.8)	I	S0449	9410
456.5			PUMPVILLE (9.1)	I	S0463	8275
465.6			MALVADO (11.3)	I	S0473	9345
476.9			SHAW (6.0)	I	S0483	8345
482.9			DRYDEN (9.0)	I	S0489	8747
491.9			MOFETA (8.4)	I	S0498	8358
500.3			FEODORA (8.6)	I	S0507	8182
506.9			SANDERSON (9.0)	IB	S0513	9061
524.9			EMERSON (8.1)	I	S0522	8470
533.0			LONGFELLOW (7.4)	I	S0530	8361
540.4			ROSENFELD (5.6)	I	S0538	8386
548.0			MAXON (8.4)	I	S0543	8535
552.4			TESNUS (8.3)	I	S0550	8322
560.8			HAYMOND (8.7)	I	S0558	8268
567.5			WARWICK (10.1)	I	S0565	8209
577.6			MARATHON (8.7)	I	S0575	8385
584.3			LENOX (7.5)	I	S0582	8377
591.8			ALTUDA (8.8)	I	S0589	8757
600.6			STROBEL (8.6)	I	S0598	8058
607.2			ALPINE (Depot)	B	S0605	

(219.8)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 378.5 and MP 607.2.

SI-02 MAXIMUM SPEED TABLE

Maximum Speed MPH

Between Mile Posts

378.5 and 607.2

(Except as Below).....

378.5 and 379.3.....

379.3 and 380.8.....

380.8 and 386.4.....

386.4 and 386.9.....

386.9 and 393.5.....

393.5 and 399.3.....

399.3 and 403.3.....

403.3 and 403.5.....

403.5 and 410.0.....

410.0 and 414.7.....

414.7 and 415.9.....

415.9 and 438.2.....

438.2 and 441.2.....

441.2 and 447.1.....

447.1 and 448.2.....

448.2 and 450.3.....

450.3 and 456.2.....

456.2 and 457.8.....

457.8 and 458.2.....

458.2 and 459.1.....

459.1 and 466.6.....

466.6 and 482.5.....

482.5 and 483.8.....

491.7 and 492.1.....

492.1 and 496.3.....

496.3 and 497.2.....

497.2 and 499.0.....

499.0 and 506.4.....

506.4 and 518.9.....

518.9 and 519.1.....

519.1 and 527.2.....

527.2 and 527.4.....

527.4 and 528.6.....

528.6 and 531.7.....

531.7 and 532.0.....

532.0 and 536.7.....

536.7 and 536.9.....

536.9 and 542.7.....

542.7 and 546.5.....

546.5 and 550.2.....

550.2 and 551.8.....

559.0 and 559.9.....

559.9 and 561.5.....

561.5 and 565.9.....

565.9 and 566.5.....

573.0 and 575.3.....

575.3 and 575.7.....

575.7 and 579.9.....

579.9 and 584.9.....

584.9 and 587.3.....

587.3 and 588.5.....

588.5 and 589.1.....

589.1 and 590.3.....

590.3 and 593.7.....

593.7 and 594.2.....

594.2 and 598.6.....

598.6 and 601.5.....

601.5 and 604.9.....

604.9 and 607.2.....

PER
G.O.
#7,
EFF.
3-15-99

SI-05 MILE POST EQUATIONS

FROM PAGE 15

MP 400.5 = MP 403.0

MP 507.0 (Sanderson) = MP 515.9

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VALENTINE SUBDIVISION (648) EL PASO AREA - T.T.#1

Redo Display: Alpine to Belen -1414 Belen to El Paso -9698		WEST EAST		Sta. #s	Siding Feet
Rule 6.3	CP #s	STATIONS	STATIONS		
607.2	CTC	ALPINE (1.3)		8 SO605	
608.5		ALPINE JCT. (1.3)		SO608	
609.8		ALPINE SIDING (9.8)		SO607	8314
619.6		PAISANO JCT. (0.5)			
620.1		PAISANO (10.9)		SO617	8647
631.0		MARFA (11.9)		SO628	8375
642.9		ARAGON (8.9)		SO640	8410
651.8		RYAN (8.2)		SO649	8362
660.0		QUEBEC (7.8)		SO657	8339
667.8		VALENTINE (12.1)		SO665	8071
679.9		WENDELL (11.2)		SO677	8366
691.1		LOBO (12.6)		SO688	8394
703.7		COLLADO (10.9)		SO701	8561
714.6		HOT WELLS (11.5)		SO712	8368
737.2		MALLIE (11.1)		SO723	8375
737.2		U.P. CONNECTION (1.0)			
738.2		SIERRA BLANCA (7.9)	BI	TP763	10425
746.1		LASCA (5.2)		TP777	8507
751.3		SMALL (5.7)		TP785	8478
760.9		FINLAY (9.2)		TP790	7835
770.1		MCMARY (13.5)		TP803	8308
783.6		ISER (10.4)		TP815	9978
794.0		TORUNLO (8.2)		TP826	8589
800.2		FABENS (7.8)		TP831	
808.0		CLINT (7.2)		TP839	8705
815.2	DT ABS	BELEN (7.6)		TP846	
822.8		ALFALFA (4.7)	BY	TP854	
827.0		EL PASO (PIEDRAS ST.)	BT		
1298.0					

(220.6)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 607.2 and MP 815.3.

Rule 9.14 Territory between MP 815.3 and MP 827.0.

Yard Limits Between MP 827.0 and MP 827.0 on both main tracks.

SI-02 - MAXIMUM SPEED TABLE

MAXIMUM SPEED TABLE REVISED AS FOLLOWS:

MAXIMUM SPEED FROM G.O.#12, MPH

BETWEEN MILE POSTS Eff. 10-16-99

607.2 AND 827.0	PSGR	FRT
(EXCEPT AS BELOW)	79	70
607.2 AND 609.7	50	50
613.1 AND 616.6	70	60
616.6 AND 621.6	50	45
621.6 AND 624.2	75	70
624.2 AND 625.3	55	55
629.0 AND 630.2	45	45
630.2 AND 633.7	60	60
638.1 AND 640.4	50	50
704.7 AND 706.5	60	60
742.7 AND 745.3	70	70
745.3 ** W.	70+	50+
746.9 ** W.	70+	55+
746.9 AND 748.3	70	70
748.3 ** W.	70+	55+
748.3 AND 756.5	70	70
756.5 AND 759.3	55	55
760.1 AND 763.6	70	70
763.6 ** E.	70+	55+
763.6 AND 767.2	75	70
767.2 AND 784.6	70	70
784.6 ** E.	70+	55+
784.6 AND 790.7	70	70
790.7 ** W.	70+	50+
791.4 AND 792.2	60	60
815.3 AND 823.0 W - TRK.1	60	60
823.0 AND 827.0 W - TRK.1	40	40
815.3 AND 827.0 W - TRK.2	20	20
827.0 AND 823.0 E - TRK.2	40	40
823.0 AND 815.3 E - TRK.2	60	60
827.0 AND 815.3 E - TRK.1	20	20

Appendix I, Table A, Page #1

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed

- Thru Sidings & Turnouts *cancelled per G.O.#12, eff. 10-16-99* ~~20~~ ²⁵ *MPH*
- Dual Control Switch Turnouts
Turnout MP 815.2..... 50
- Misc. Speed Restrictions (No Exceptions.)

SI-04 MAIN TRACK DESIGNATIONS

Double Track between MP 815.3 and MP 827.0

SI-05 MILE POST EQUATIONS

MP 827.0 = MP 1298.0

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LORDSBURG SUBDIVISION (678) EL PASO - T.T. # 1

Mile Post	Rule 6.3	CP #s	Radio Display: El Paso to Lordsburg - 0808 Lordsburg to PFE Yard - 9696	WEST STATIONS	EAST STATIONS	Sta. #s	Siding Feet
1298.0	CTC 6MT		EL PASO (Piedras St.) (0.4)	BT	TP850		
1297.6			TOWER 47 (1.7)	XBT	TP859		
1295.9	CTC 3MT		EL PASO (Union Depot) (8.0)				
1289.9	CTC 2MT		ANAPRA (4.7)		SP003		
1285.2			CP LIZARD (8.2)	(11)X	SP012		
1279.0			CP STRAUSS (10.0)	(11)	SP019		
1269.0	CTC		LANARK (10.0)		SP029	8380	
1259.0			AFTON (11.0)		SP033	8352	
1248.0			ADEN (10.0)		SP050	8347	
1239.0			DONA (9.0)		SP060	8376	
1229.0			AKELA (9.5)		SP069	8359	
1219.5			CARNE (11.5)		SP078	8352	
1208.0			DEMING (10.0)	IB	SP090	8309	
1198.0			TUNIS (10.0)		SP100	8361	
1188.0			GAGE (11.0)		SP110	8371	
1177.0			WILNA (10.0)		SP121	8385	
1167.0			SEPAR (8.0)		SP131	8362	
1159.0			LISSON (6.0)		SP139	8457	
1153.0			ULMORIS (4.7)		SP145	8378	
1148.3			LORDSBURG (7.5)	IBT	SP149	10850	
1140.8			GARY (8.2)		SP157	8360	
1134.6	CTC 2MT	1135	CP 1135 (0.9)				
1133.7			MONDEL (4.0)		SP164		
1129.7		1130	CP 1130 (0.8)	X			
1128.9			STENS (2.7)		SP169		
1126.2		1126	CP 1126 (4.4)	X			
1121.8			VANAR (1.0)		SP176		
1120.8		1121	CP 1121 (8.6)	X			
1114.2			SAN SIMON (1.7)		SP183		
1112.5		1113	CP 1113 (5.9)				
1108.6	CTC		OLGA (8.2)		SP191	8238	
1098.4			BOWIE (7.4)	IT	SP200	8209	
1091.0			LUZENA (8.4)		SP207	9947	
1082.6			RASO (7.9)		SP215	8480	
1074.7			WILCOX (10.8)		SP223	8379	
1063.9			COCHISE (8.2)	IT	SP234	8415	
1055.7	CTC 2MT	1056	CP 1056 (1.8)				
1053.9			DRAGOON (3.6)		SP244		
1050.3		1050	CP 1050 (8.4)	X			
1047.2			TULLY (3.1)		SP254		
1043.6		1044	CP 1044 (2.6)	X			
1041.0			SIBYL (5.2)		SP260		
1035.8			FENNER (0.8)		SP265		
1035.0		1035	CP 1035 (2.4)	X			
1032.6			BENSON (3.3)		SP268		
1023.3		1029	CP 1029 (1.1)	X			
1028.2			CHAMISO (4.6)		SP273		
1023.6			MESCAL (0.3)		SP278		
1023.3		1023	CP 1023 (23.3)	X			
1000.0			VAIL CROSSOVERS (5.2)	X			
994.8			WILMOT (8.2)		SP308		
988.6	YL ABS 2MT		PFE YARD	XBTY	SP314		
(310.4)							

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LORDSBURG SUBDIVISION (678) EL PASO = T.T. #1 11

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 987.7 and MP 1298.0;
MP 987.6 and MP 987.7 on East Lead Track, PFE
Yard.

ABS Between MP 987.7 and MP 986.6 on both
main tracks.

Yard Limits Between MP 987.7 and MP 986.6 on
both main tracks.

Rule 9.15 between MP 987.7 and MP 986.6.

Deming: Movements over BNSF track is governed
by the General Code of Operating Rules, UP
Timetable and UP System Special Instructions.
Main track is outside of block system limits,
but is within yard limits extending between
BNSF MP 1132.4 and MP 1133.9.
Movements on BNSF Trackage will be made not
exceeding 10 MPH.

Benson: Operation on the trackage of the San
Pedro & Southwestern Railroad is governed by
General code of Operating Rules, UP Timetable
and UP System Special Instructions. UP trains
and engines must not operate beyond SPSR MP
1.0. Within this territory, yard limits are
in effect. Maximum speed is 10 MPH.

SI-02 MAXIMUM SPEED TABLE

Maximum Speed MPH

Between Mile Posts
1298.0 and 986.6 Eastward PSGR FRT

(Except as Below)..... 79 70

986.6 and 988.4 40 40

988.4 and 990.3 45 40

1000.5 and 1007.4 - Trk.1 70 60

1007.4 and 1009.3 - Trk.1 60 55

1009.3 and 1020.9 - Trk.1 65 60

1020.9 and 1023.1 - Trk.1 40 40

1003.8 and 1005.7 - Trk.2 30 25

1005.7 and 1010.4 - Trk.2 28 25

1010.4 and 1012.6 - Trk.2 35 25

1012.6 and 1018.1 - Trk.2 28 25

1018.1 and 1023.1 - Trk.2 40 40

1023.1 and 1036.8 60 55

1036.8 and 1041.9 45 40

1041.9 and 1051.7 40 40

1051.7 and 1052.4 45 40

1052.4 and 1055.7 55 50

1055.7 (Turnout Trk.1) 25 30 30 25

1055.7 and 1058.0 55 50

1058.0 and 1060.0 79 65

1060.0** 79+ 55+

1060.0 and 1065.7 79 65

1065.7 and 1069.0 60 60

1069.0 and 1072.7 79 65

1072.7** 79+ 55+

1072.7 and 1082.8 79 65

1082.8 and 1091.0 65 60

1091.0 and 1112.5 79 65

1112.5 (Turnout Trk.1) 25 30 30 25

1112.5 and 1121.4 79 65

1121.4 and 1124.4 55 50

1124.4 and 1128.7 45 40

1128.7 and 1130.2 55 50

1130.2 and 1134.6 79 65

1134.6 (Turnout Trk.2) 25 30 30 25

1134.6 and 1142.3 79 65

1142.3** 79+ 55+

1142.3 and 1147.2 79 65

1147.2 and 1150.7 60 60

1150.7 and 1152.3 79 65

1152.3** 79+ 50+

Between Mile Posts

1298.0 and 986.6 Eastward PSGR FRT

(Except as Below)..... 79 70

1152.3 and 1176.4 79 65

1176.4** 79+ 55+

1176.4 and 1192.0 79 65

1192.0** 79+ 50+

1192.0 and 1200.4 79 65

1200.4** 79+ 55+

1200.4 and 1202.4 79 65

1202.4** 79+ 55+

1202.4 and 1204.2 79 65

1204.2** 79+ 55+

1204.2 and 1211.2 79 65

1211.2** 79+ 55+

1211.2 and 1213.2 79 65

1213.2** 79+ 55+

1213.2 and 1221.6 79 65

1221.6** 79+ 55+

1221.6 and 1223.4 79 65

1223.4** 79+ 55+

1223.4 and 1225.0 79 65

1225.0** 79+ 55+

1225.0 and 1229.8 79 65

1229.8** 79+ 55+

1229.8 and 1237.4 79 65

1237.4** 79+ 55+

1237.4 and 1244.2 79 65

1244.2 and 1247.0 75 65

1247.0** 75+ 55+

1247.0 and 1247.6 75 65

1247.6 and 1271.2 79 65

1271.2** 79+ 55+

1271.2 and 1275.0 79 65

1275.0** 79+ 55+

1275.0 and 1278.0 79 65

EASTWARD

1279.7 AND 1281.3 - TRK 1..... 60 60

1281.3 AND 1295.5 - TRK 1..... 40 40

1295.5 AND 1296.6 - TRK 1..... 20 20

1278.0 AND 1281.3 - TRK 2..... 60 60

1281.3 AND 1292.5 - TRK 2..... 40 40

1292.5 AND 1295.5 - TRK 2..... 30 30

1295.5 AND 1296.6 - TRKS 1 & 2..... 20 20

1296.6 AND 1298.0 - TRKS 101 & 102..... 30 30

1293.5 AND 1295.6 - TRK.3..... 25 25

1295.6 AND 1296.6 - TRK.3..... 20 20

1296.6 AND 1297.8 - TRKS 103 THRU 106 30 30

1296.6 and 1297.0 - Trk.6 20 20

1296.6 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 Westward PSGR FRT

(Except as Below)..... 79 70

WESTWARD

1298.0 AND 1296.6 - TRKS 101 & 102..... 30 30

1297.8 AND 1296.6 - TRKS 103 THRU 106 30 30

1296.6 AND 1295.5 - TRK 1..... 20 20

1295.5 AND 1281.3 - TRK 1..... 40 40

1281.3 AND 1279.7 - TRK 1..... 60 60

1296.6 AND 1295.5 - TRK 2..... 20 20

1295.5 AND 1292.5 - TRK 2..... 30 30

1292.5 AND 1281.3 - TRK 2..... 40 40

1281.3 AND 1278.0 - TRK 2..... 60 60

1296.6 AND 1295.6 - TRK 3..... 20 20

1295.6 AND 1293.6 - TRK 3..... 25 25

1297.8 and 1296.6 - Trk.6 20 20

1297.8 and 1297.6 - Trk.6 20 20

Between Mile Posts

1298.0 and 986.6 West

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LORDSBURG SUBDIVISION (678) EL PASO = T.T. #1

Appendix Table A, Page iii

Between Mile Posts		PSGR FRT
1298.0 and 986.6 Westward		79 70
(Except as Below).....		55 50
1124.4 and 1121.4		79+ 45+
1121.7**		65 60
1091.0 and 1082.8		60 60
1069.0 and 1065.7		55 50
1058.0 and 1055.7		55 50
1055.7 (turnout Trk.1)	25 20	20 25
1055.7 and 1052.4		45 40
1052.4 and 1051.7		40 40
1051.7 and 1041.9		45 40
1041.9 and 1036.8		60 55
1036.8 and 1035.0		60 55
1035.0 and 1023.1		40 40
1023.1 and 1018.1 - Trk.2		28 25
1018.1 and 1012.6 - Trk.2		35 25
1012.6 and 1010.4 - Trk.2		28 25
1010.4 and 1005.7 - Trk.2		30 25
1005.7 and 1003.8 - Trk.2		40 40
1023.1 and 1020.9 - Trk.1		65 60
1020.9 and 1009.4 - Trk.1		60 55
1009.4 and 1007.4 - Trk.1		70 60
1007.4 and 1005.5 - Trk.1		79+ 55+
994.1** - Trk.1		79+ 50+
992.5** - Trk.1		45 40
990.3 and 988.4		40 40
988.4 and 986.6		

** Only freight trains exceeding 80 TPOB must comply with speed restriction. Speed restriction will not apply when signal at speed restriction location displays CLEAR.

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed	MPH
1. Thru Sidings & Turnouts	
Siding Raso.....	25
2. Dual Control Switch Turnouts	
All crossovers in Trainway.....	10
Crossover MP 1205.2.....	40
Turnout MP 1278.0 - Trk. 2.....	60
Vail crossovers MP 1000.0.....	40
36th Street crossover MP 987.7.....	40
3. Misc. Speed Restrictions	
D Yard lead at main Trk. 2 and east end of main Trk. S&6 MP 1298.0.....	20
Industry tracks, repair, store and material tracks, shop yard diesel service facility tracks, rip track, Tracks 754 through 799 (old Zone 10), over track scales in Cotton Ave.....	5
On and off turntable diesel facility...	3
Bowie: All Arizona Eastern RR tracks...	5
Cochise: (MP 1061.7), Arizona Electric Power co-op, Inc. within plant with bell ringing.....	5
Hand-throw crossover west end of Trks. 3&4 MP 1296.6.....	10

SI-04 MAIN TRACK DESIGNATIONS

Between MP 1297.8 and MP 1296.6 six main tracks in service.

Between MP 1296.6 and MP 1293.6 three main tracks in service.

Between MP 1293.6 and MP 1297.8 Tracks are designated as follows:

Trk. 1: North track between MP 1293.6 and MP 1298.0

No. 2 Track: Second track to the south between MP 1293.6 and MP 1298.0

No. 3 Track: South track between MP 1293.6 and MP 1296.6; third track to the south between MP 1296.6 and MP 1297.8.

No. 4 Track: Fourth track to the south between MP 1296.6 and MP 1297.8.

No. 5 Track: Fifth track to the south between MP 1296.6 and MP 1297.8.

No. 6 Track: Sixth track to the south between MP 1296.6 and MP 1297.8.

Two main tracks between MP 1293.6 and MP 1278.0, MP 1134.6 and MP 1112.5, MP 1055.7 and 986.6.

No. 1 Track (North track between Mescal and MP 1008.5; South Track between MP 1008.5 and MP 987.7; North Track between MP 987.7 and MP 979.5)

No. 2 Track (South Track between Mescal and MP 1007.9; North track between MP 1007.9 and 987.7; South Track between MP 987.7 and MP 986.6).

SI-05 MILE POST EQUATIONS

MP 1023.1 = MP 1021.7

MP 1031.3 = MP 1031.4

MP 1037.4 = MP 1037.5

MP 1040.3 = MP 1040.6

MP 1044.7 = MP 1045.2

MP 1125.1 = MP 1125.3

SI-06 DTC BLOCK LIMITS - None.

SI-07 ITEM 13 TRAIN DEFECT DETECTORS

% 1288.1	% 1144.9	(#) 1038.1
(#) 1282.2	(#) 1136.9	& 1036.7
% 1273.0	% 1131.9	& 1030.7
(#) 1266.9	(#) 1119.0 Trk.2	(#) 1025.1 Trk1,2
(#) 1252.0	(#) 1118.7	% 1017.5 Trk.2
% 1243.0	% 1110.5	(#) 1016.4 Trk.1
(#) 1235.0	% 1110.0	(#) 1011.1 Trk.2
(#) 1224.2	(#) 1102.6	(#) 997.9
% 1213.1	% 1094.0	% 991.5 Trk1&2
(#) 1202.3	(#) 1088.2	
% 1192.2	(#) 1077.0	
(#) 1181.2	(#) 1069.3	
% 1174.3	% 1059.3	
(#) 1165.0	(#) 1051.8	
% 1156.2	% 1046.2	
(#) 1152.0	% 1041.2	

Detectors MP 1030.7 and MP 1036.7 protect structure at MP 1033.7.

SI-08 RULES ITEMS

Rule 5.13 Dallas Yard, El Paso: On main tracks 1 through 6, one of the following two methods of protection or a combination of these must be provided:

1. A blue signal must be displayed at the end of the rolling equipment OR
2. Where remote control switches provide direct access, the employee in charge of the workmen must tell the El Paso control operator what work will be done. El Paso control operator must then:
 - a. Inform the employee in charge of the workmen that the switches have been lined against movement onto the track and devices controlling the switches have been secured.
 - b. Not remove the locking devices unless the employee in charge of the workmen says it is safe to do so.

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GILA SUBDIVISION (675) EL PASO = T.T. #1

Station	Rule	CP #	Radio Display: PFE Yard to Yuma -1414	WEST STATIONS	EAST STATIONS	Sta. #	Sliding Feet
938.6	ABS 2MT			PFE YARD (1.3)	XBTY	SP 314	
935.3	CTC 2MT			CHERRY AVE. (1.4)	X		
933.9				TUCSON (1.1)	X	SP 317	
932.8				SOUTH YARD (3.5)	X		
979.3	CTC			STOCKHAM (4.6)	I	SP 322	7890
974.7				KINO (7.8)	I	SP 326	8195
966.9				RIILITO (8.5)	I	SP 334	8372
958.4				NAVISKA (7.9)	I	SP 342	8445
951.4				REO ROCK (7.2)	I	SP 345	8337
944.2				VYMOLA (7.5)	I	SP 352	8381
939.7				PICACHO (8.3)	TX	SP 359	S8754 N8677
928.4				TOLTEC (9.6)	I	SP 368	8344
918.8				CASA GRANDE (11.1)	I	SP 377	8336
907.7				BON (9.9)	I	SP 388	8330
897.8				MARICOPA (7.8)	I	SP 398	8309
890.0				ENID (6.3)	I	SP 406	8353
883.7				MOBILE (9.1)	I	SP 412	8330
874.6				ESTRELLA (4.4)	I	SP 421	8305
870.2				SHAWMUT (6.8)	I	SP 428	10560
863.2				BOSQUE (7.3)	I	SP 433	8049
855.7				GILA (10.2)	I	SP 440	17014
845.5				THEBA (5.6)	I	SP 450	8358
839.9				PIEDRA (3.5)	I	SP 456	8392
830.0				SENTINEL (10.3)	I	SP 466	8369
819.7				STANWIX (7.6)	I	SP 476	8240
811.9				AZTEC (11.4)	I	SP 484	8388
800.5				STOVAL (7.9)	I	SP 495	8388
792.7				MOHAWK (8.8)	I	SP 503	8401
784.8				COLFRED (7.4)	I	SP 512	8415
776.4				NOAH (8.4)	I	SP 519	8371

770.0	CTC 2MT	WELLTON (2.0)	X	SP 528	
768.0		WEST WELLTON (14.5)	X		
753.5		DOME (2.8)		SP 542	
750.7	CTC	KINTER (6.9)	I	SP 545	8487
743.7		FORTUNA (6.2)	I	SP 552	8388
737.5	ABS 2MT	EAST YARD (4.7)	Y	SP 558	
732.7		YUMA	BTY	SP 563	

(253.2)

SI-01 MAIN TRACK AUTHORITY

CTC Between MP 737.4 and MP 985.3;
MP 985.2 on Nogales Lead and MP 985.5 on east and West lead Tracks at west end PFE Yard.

ABS Between MP 985.3 and MP 986.6 on both tracks;

On Trk. 1 ABS is in effect in the westward direction between MP 734.3 and MP 732.5 and in both directions between MP 737.4 and MP 734.3.

On Trk. 2 ABS is in effect in both directions between MP 732.5 and MP 737.4.

Yard Limits Between MP 985.3 and MP 986.6 on Trks. 1&2;

MP 732.5 and MP 737.4 on Trk. 2.

Rule 9.14 Applies between MP 732.5 and MP 737.4 on Trk. 1.

Rule 9.15 Applies between MP 732.5 and MP 737.4 on Trk. 1;

Both tracks MP 985.3 and MP 986.6..

SI-02 MAXIMUM SPEED TABLE

Maximum Speed	MPH
Between Mile Posts	
986.6 and 732.7 Eastward	PSOR PRT
(Except as Below).....	79 65
732.5 and 733.0.....	25 25
733.0 and 737.6 - Trk.2.....	50 50
733.0 and 734.5 - Trk.1.....	25 25
734.5 and 737.6 - Trk.1.....	40 40
743.2 and 748.6.....	70 65
748.6 and 756.2.....	40 40
756.2 and 763.0.....	60 55
763.0 and 770.7.....	70 65
770.7 and 771.0.....	40 40
775.5 **.....	79+ 55+
780.3 and 781.4.....	70 65
792.5 and 794.9.....	55 50
819.0 **.....	79+ 55+
822.4 and 825.3.....	55 50
845.2 **.....	79+ 55+
855.1 and 856.4.....	70 65
866.9 and 872.1.....	55 50
872.1 and 874.5.....	65 60
874.5 **.....	65+ 55+
874.5 and 875.0.....	65 60
892.7 and 932.1.....	70 65
932.1 **.....	70+ 55+
932.1 and 935.5.....	70 65
938.4 **.....	79+ 55+
944.5 **.....	79+ 55+
957.0 **.....	79+ 55+
975.5 and 977.8.....	75 65
977.8 **.....	75+ 55+

Appendix I, Table A, Page jii

GILA SUBDIVISION (675) EL PASO = T.T. #1

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Appendix Table A, Page kkk

Between Mile Posts	
986.6 and 732.7 Eastward	PSGR FRT
(Except as Below).....	79 65
977.8 and 979.4	75 65
979.4 and 982.7	50 50
982.7 and 986.6	40 40
Between Mile Posts	
986.6 and 732.7 Westward	PSGR FRT
(Except as Below).....	79 70
986.6 and 982.7	40 40
982.7 and 979.4	50 50
979.4 and 975.5	75 70
955.5 **	79+ 55+
935.5 and 892.7	70 70
875.0 and 874.5	65 60
874.5 **	65+ 55+
874.5 and 873.3	65 60
873.3 **	65+ 50+
873.3 and 872.3	65 60
872.3 **	65+ 55+
872.3 and 872.1	65 60
872.1 and 867.3	55 50
867.3 **	55+ 45+
867.3 and 866.9	55 50
865.1 **	79+ 55+
856.4 and 855.1	70 70
825.3 and 822.4	55 50
794.9 and 792.5	55 50
781.4 and 780.3	70 70
771.0 and 770.7	40 40
770.7 and 763.9	70 70
763.9 **	70+ 55+
763.9 and 763.0	70 70
763.0 and 756.2	60 55
756.2 and 748.6	40 40
748.6 and 743.2	70 70
737.6 and 735.3	50 50
735.3 and 734.5	40 40
734.5 and 732.5	25 25
** Only freight trains exceeding 80 TPOB must comply with speed restriction. Speed restriction will not apply when signal at speed restriction location displays CLEAR.	
SI-03 OTHER SPEED RESTRICTIONS	
Maximum Speed	MPH
1. Thru Sidings & Turnouts <u>25 MPH</u>	
Sidings: Kino, Petreilla & Theba. <u>25</u>	
2. Dual Control Switch Turnouts	
South Yard Crossover MP 982.8.....	10
Turnout MP 979.4.....	50
Turnout MP 770.9 to Phoenix Sub. MP 770.7, MP 753.4.....	40
Turnout MP 979.4 - Trk. 2; MP 737.6....	50
Turnout Phoenix Sub MP 979.7.....	25
3. Misc. Speed Restrictions	
Tucson: All tracks in South Yard, East Yard, Yuma, Trks. 029 & 030, West Yard, Yuma, all yard and Drill Tracks..	5

SI-04 MAIN TRACK DESIGNATIONS

Two Main Tracks Between MP 732.5 and MP 737.4;
MP 753.5 and MP 770.0;
MP 979.4 and 986.6.

SI-05 MILE POST EQUATIONS

737.4 = 737.5
750.6 = 750.7
792.6 = 792.7
863.0 = 863.2
870.0 = 870.2

SI-06 DTC BLOCK LIMITS - None.

SI-07 ITEM 13 TRAIN DEFECT DETECTORS

(#)979.1	(#)888.4	(#)790.0
% 976.4	(#)878.7	% 787.5
% 971.6	% 873.0	% 780.4
(#)961.7	(#)865.0	(#)772.7
% 954.5	% 859.8	(#)758.2
% 947.7	(#)851.3	% 752.5
(#)941.4	% 843.1	(#)740.2
% 930.8	(#)834.9	% 735.1 Trk.1
(#)922.0	(#)821.8	
% 912.5	% 815.6	
(#)902.0	(#)806.6	
% 893.6	% 796.6	

Detector MP 740.2 protects bridge at MP 732.3.

SI-08 RULES ITEMS

Rule 6.32.2 Toltec: Sound detector microphone located on mast 75 feet west of Toltec Road Crossing. Eastward trains stopping west of crossing MP 928.6 on Toltec siding, before starting must sound whistle to lower or keep crossing gates down.

Tucson: Movements over Congress Street crossing, South Yard, must stop at stop sign and wait for green arrow before proceeding across crossing.

Rule 7.6 Instructions for Applying Hand Brakes:

Yuma: Freight trains- five hand brakes on west end. All hand brakes must be released and air cut in before shoving cars to clear in Tracks 103, 104, 105, 107, 108, and 109. After movement is completed, hand brakes must be reapplied.

East Yard: Freight trains- Five hand brakes on west end.

Tucson: Passenger trains - To prevent uncontrolled movement, rail skid must be placed under west end of train and a sufficient number of hand brakes on west end and two hand brakes on east end, unless outbound crew takes charge and engine remains attached.

Tucson and PFE Yard:

0-2500 tons - 10 hand brakes or half of the hand brakes in train (which ever is the least)
2501-4999 tons - 15 hand brakes
5000-7999 tons - 20 hand brakes
8000 tons and above - 25 hand brakes
All hand brakes are to be set on descending end.

Hand brakes will not be applied if outgoing crew takes charge of train on arrival, and inbound crew is advised by Yardmaster that engine is not to be detached and no switching is to be performed on the train. Hand brakes will not be applied if switch crew takes charge of the train on arrival.

Hand brakes on outbound trains must not be released until engine is coupled to train, air test completed, and blue sign removed.

Rule 7.7 Tucson: Cars must not be kicked or dropped on any track in South Yard.

Rule 9.6 PFE Yard, Cherry Ave: When signal displays a proceed indication over power derail on east or west lead, a movement will have seven

Per
G.O. #9
EFF.
12-18-99

Add
West Yuma
Wellton
(MP 768-
768.3)
25 MPH;
Xover to
PHE Sub
(770.4) = 25

PUBLIC VERSION - REDACTED

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YUMA SUBDIVISION (0943)									
Radio Display:									
East Yard to Area 4414 (46)									
Area to Radio 4455 (46)									
Mile Post	Track Layout	Rule 6.3	CP #s	WEST STATIONS	EAST STATIONS	Sta. #s	Siding	feet	
717		CTC	SP730	EAST YARD		SP609			
722		CTC	SP730	YUMA	0.0	SP563			
721		CTC	SP732	COLORADO		SP564			
720		CTC	SP729	INTERMOUNTAIN		SP568			
726		CTC	SP726	ARIZ		SP571			
721			SP722	DUNES		SP576	0425		
719			SP720	B.N.					
713			SP714	CACTUS		SP565	0422		
711			SP712	B.N.					
706			SP707	OLIVE		SP566	0500		
704			SP705	B.N.					
697			SP699	GLASS		SP568	0430		
691			SP692	B.N.					
690			SP684	ACOUTA		SP568	0435		
686			SP689	B.N.					
682			SP683	REGNA		SP564	0472		
681			SP684	B.N.					
676			SP675	ROS		SP562	0475		
673			SP674	B.N.					
672			SP669	MUAD	11	SP565	0421.25		
671			SP667						
665			SP665	B.N.			055.0		
661			SP662	WINTER		SP565	0500		
651			SP659	B.N.					
646			SP645	ROGODA		SP564	0537		
644			SP644	B.N.					
641			SP643	BERTRAM		SP563	0572		
638			SP641	FERROL		SP567	0609		
631			SP639	B.N.					
630			SP636	MORIMAR		SP563	0603		
624			SP630	B.N.					
621			SP625	VECCA		SP571	0630		
611			SP624	B.N.					
607			SP620	INTERVAL		SP571	7009		
602			SP618	B.N.					
600			SP618	CONCHILLA		SP568			
600		DT		B.N.					
600		AS		INDO		SP565			
600				B.N.					
600		CTC	SP560	WESTINGHO					
600				B.N.					
600			SP500	MUAD		SP560	0601		
600			SP505	B.N.					
600			SP503	THOUSAND PALMS		SP569	2049		
600			SP504	B.N.					
600			SP502	B.N.					
600			SP505	RAVON		SP564	0619		
600			SP504	B.N.					
600			SP502	SALVA		SP565	0630		
600			SP500	B.N.					
600			SP500	EAST GARRET					
600				B.N.					
600		CTC	SP503	GARRET					
600		24T		B.N.					
600			SP509	WEST GARRET 2		SP503	0608		
600				B.N.					
600			SP502	WEST PALM SPRINGS	(14)	SP574			
600				B.N.					
600			SP574	CASAZZA	0.0	SP572			
600				B.N.					
600			SP572	ROBERTSON 2		SP574			
600				B.N.					
600			SP500	BANNO	(11)	SP578			
600				B.N.					

LOS ANGELES Area Timetable No. 3 -- Effective: 6/18/2008

Amtrak 81 UP-034 Revised Effective April 1, 2010; UP jm

Amended by ACC UP-034 Effective April 1, 2010

PUBLIC VERSION - REDACTED

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YUMA SUBDIVISION (0943)

61-02 MAXIMUM SPEED TABLE

Maximum Speed	MPH
Between Mileposts	FSOR FAT
538.5 and 737.5 Eastward	
(Except as Below)	79 65
538.5 and 539.0 Trk.2	30 30
538.5 and 539.0 Trk.1	30 30
539.0 and 540.0	60 50
540.0 ** Trk.2	60+ 45+
540.0 and 541.3	60 50
541.3 and 545.3	60 60
545.3 and 548.2	55 50
548.2 and 551.8	40 40
551.8 and 560.2	60 60
560.2 and 563.3	50 50
563.3 and 576.6	50 40
576.6 and 580.0	45 40
580.0 and 585.0	50 40
585.0 and 591.5	60+ 40+
591.5 and 598.5	60 50
598.5 and 600.5	65 60
600.5 **	79 60
600.5 and 609.6	79 55+
609.6 and 609.7 Turnout-Trk.2	79 60
609.7 and 612.7 Trk.2	30 30
612.7 and 618.4 Trk.2	50 50
609.7 and 618.4 Trk.1	70 50
618.4 and 618.8	50 49
618.4 and 618.8	50 50
618.8 and 623.4	65 60
623.4 and 630.0	79 60
630.0 and 635.8	75 65
635.8 **	75+ 55+
635.8 and 640.9	75 65
640.9 **	79 55+
640.9 and 654.4	75 65
654.4 **	75+ 55+
654.4 and 655.6	75 65
655.6 and 659.8	70 65
659.8 **	70+ 55+
659.8 and 667.6	70 65
667.6 **	70+ 55+
667.6 and 669.4	70 65
669.4 **	70+ 55+
669.4 and 676.6	70 65
676.6 **	70+ 55+
676.6 and 680.0	70 65
680.0 **	79 55+
680.0 and 715.0	79 55+
715.0 **	79 55+
715.0 and 722.8	79 55+
722.8 **	79 45+
722.8 and 723.9	60 60
723.9 and 727.0	40 40
727.0 and 732.1	60 50
732.1 and 733.0	25 25
733.0 and 737.5 Trk.2	50 50
733.0 and 734.5 Trk.1	25 25
734.5 and 737.5 Trk.1	40 40

Between Mileposts

FSOR FAT

737.5 and 538.5 Westward	
(Except as Below)	79 70
737.5 and 735.3	50 50
735.3 and 734.6	40 40
734.6 and 732.1	25 25
732.1 and 727.0	60 50
727.0 and 723.9	40 40
723.9 and 723.1	60 50
723.1 **	79 55+
721.6 **	79 55+
695.7 **	79 55+
680.0 and 655.6	70 70
640.9 and 632.0	75 70
623.4 and 618.8	65 60
618.8 and 618.4	50 50
618.4 and 613.0 Trk.1	70 50
613.0 and 610.9 Trk.1	50 50
618.4 and 609.7 Trk.2	60 49
609.7 and 609.6 (Turnout Trk.2)	30 30
609.0 and 598.5	79 60
599.5 and 591.5	65 60
591.5 and 585.0	60 55
585.0 and 580.0	50 45
580.0 and 576.6	45 45
576.6 and 563.3	50 50
563.3 and 560.2	50 40
560.2 and 554.8	60 40
554.8 and 548.2	40 40
548.2 and 545.3	55 40
545.3 and 541.3	60 40
541.3 and 540.0	60 50
540.0 Trk. 1 **	60+ 45+
540.0 and 539.0	60 50
539.0 and 538.5 Trk.1	30 30
539.0 and 538.5 Trk.2	30 30

** Only freight trains exceeding 80 TPOB must comply with speed restriction. Speed restriction will not apply when signal at speed restriction location displays CLEAR.

61-03 OTHER SPEED RESTRICTIONS

Maximum Speed	MPH
1. Thru Sidings & Turnouts	
Sidings Clyde, Glenis, Isis, Mortmar, Niland(South), Feltun, Thermal, Thousand Palms	25
West switch Ice-Deck siding	15
2. Dual Control Switch Turnouts	
CP SP618 (MP 618.4) turnout to 2HT's	50
Arax, West Palm Springs, Cabazon, Banning, Beaumont, Hinda, Ordway, Wintersaven	40
3. Misc. Speed Restrictions	
Trains handling dimensional and excess dimensional equipment between MP 538.0 and MP 539.0	30
Connection Track between SP510 Mt. Vernon and BNSF	20
Niland wye both legs	10
BNSF Transfer Tracks	
BNSF MP 2.9 and UP&A MP 538.6 (Trk 1)	10
Yuma and East Yard Yuma all yard tracks	5
Exceptions (speed defaults to 10 MPH):	
Drill track from Subway to Pacific Ave. to and including the 29/30 switch, track 29 and 30 to and including hand throw crossover at east yard.	

LOS ANGELES Area Timetable No. 3 - Effective: 6/19/2003

Amtrak  UP-034 Revised Effective April 1, 2010; UP 

Amended by ACC UP-034 Effective April 1, 2010

PUBLIC VERSION - REDACTED

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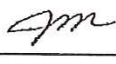
YUMA SUBDIVISION (0943)

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SI-01 MAIN TRACK DESIGNATIONS		
Two main tracks between:		
MP 737.5 and MP 732.4/		
MP 732.1 and MP 725.0/		
MP 618.7 and MP 609.6/		
MP 538.3 and MP 539.5.		
Current of Traffic: Westward on Trk. 1 between MP 737.5 and MP 732.4.		
CP SP669: Off main track on Wye tracks - connects to Colexico Sub., designated as "Niland Jct.".		
CP SP667: Designated as "Niland Crossovers".		
CP SP601: Designated as "Thousand Palms Crossover".		
SI-05 MILEPOST EQUATIONS - None.		
SI-06 RCL OPERATIONS - None.		
SI-07 ITEM 13 TRAIN DEFECT DETECTORS		
% 735.1	% 652.4	(f) 570.0
% 725.9	% 650.2	% 560.2
(f) 723.7 *	(f) 649.8	(f) 558.0
% 715.0	% 636.6	% 552.7
(f) 710.7	(f) 627.0	% 546.2
(f) 700.4	% 621.4	(f) 543.1
% 693.8	(f) 609.5	
(f) 685.9	% 604.4	
% 678.0	(f) 598.0	
(f) 670.5	% 589.9	
% 663.6	(f) 582.6	
(f) 662.5	% 580.0	
(f) 657.2	% 572.1	
* Detector 723.7 protects bridges at MP 732.3.		
SI-08 RULES ITEMS		
Rule 6.20: Do not leave unattended trains coupled to another train.		
Rule 9.12.2. BNSF Interlocking-West Colton: Limits on main tracks from MP 538.6 to westward signals just east of BNSF crossing MP 538.7. When westward interlocking signal MP 538.7 or eastward interlocking signal MP 538.6 displays a STOP indication, after stopping train or engine must receive authority from USRR train dispatcher to proceed. UP train dispatcher must obtain authority from BNSF train dispatcher before authorizing movement into BNSF interlocking limits.		
Rule 9.17. Between Yuma and East Yard: Trains and engines may enter Trk. 1 or Trk. 2 at a hand-operated switch only after receiving authority from the Train Dispatcher.		
Rule 10.1: Authority to enter CTC must first be received before entering the connection track at Old Colton yard, MP 538.6. After authority is received, a crew member must line the hand-operated switch and wait 5 minutes. The movement may then enter the connection track.		
Rule 30.13: Applies to eastward passenger trains between MP 561.0 and Beaumont, and to westward passenger trains between MP 566.0 and MP 563.5.		
Rule 32.1: Grade Separation: Do not tie up and leave a train unattended between Garnet and Loma Linda crossovers unless track has derail protection.		
SI-09 FRA EXCEPTED TRACKS		
Yuma Yard: All yard tracks except - 023, 029, 110, 166, & 915 on the Gila Subdivision.		
Ferrum: Tracks 33, 34 & 35		
Indio: All yard tracks.		
Old Colton: All yard tracks.		

SI-10 BUSINESS TRACKS		
Track Name	MP	Sta. #s
Adelands	546.5	SP751
El Casco	552.8	SP742
Back Track (Trk 2) West Switch	561.6	SP734
Back Track (Trk 2) East Switch	562.6	SP734
SI-11 INDUSTRIAL LEADS		
Riverside Industrial Lead (0914) extends 7.0 miles from MP 539.0 to MP 546.0. Maximum Gross Weight: 143 Tons. Automatic Interlocking (BNSF) located at MP 543.8 between Orange Center and Iowa Ave.		
Business Tracks		
Colton	539.0	CX749
Grand Terrace	541.2	CX750
Highgrove	542.3	CX751
Orange Center	543.3	CX752
Iowa Ave.	544.2	CX753
Riverside Jct.	545.4	CX754
SI-12 TONNAGE RESTRICTIONS/TPOB		
Maximum Gross Weight: 158 Tons.		
Tons Per Operative Brake:	Tons Per Dynamic Brake Axle:	Maximum Speed:
80 or less	N/A	65E 70W
80+ to 100	N/A	60E 65W
100+ to 132	N/A	60
Over 132	N/A	45
On descending grades between Loma Linda MP 541.3 and Garnet MP 539.0 the following table must be used to determine the maximum allowable speed taking into account the freight train's TPOB and TPOBA:		
Tons Per Operative Brake:	Tons Per Dynamic Brake Axle:	Maximum Speed:
80 or less	250 or less	No restriction
	250+ to 300	30
	300+ to 425	25
	425+ to 500	20
80+ to 100	250 or less	30
	250+ to 300	25
	300+ to 500	20
100+ to 130	250 or less	25
	250+ to 500	20
130+ to 140	500 or less	20
A train that exceeds the table, one that experiences dynamic brake failure, or if the use of full dynamic brake and an 18 pound brake pipe reduction will not control the train at the allowable speed, the train must be STOPPED and sufficient hand brakes set to prevent movement. The train must not proceed until additional dynamic braking is obtained, tonnage reduced, or retainers on all cars placed in operative position. The train must not proceed except as instructed by the district Manager of Operating Practices.		
Maximum allowable speed applies until the lead engine reaches MP 541.3 or MP 539.0.		

LOS ANGELES Area Timetable No. 3 -- Effective: 6/18/2005

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YUMA SUBDIVISION (0943)

SI-13 TRAIN MAKE-UP RESTRICTIONS
COUPLER LIMITS:
On ascending grades between designated limits, the amount of trailing tonnage behind a car must not exceed the tonnage listed in the 'Coupler Limits' table. When train includes any helper engine positioned within the trailing tonnage behind a car, subtract the tonnage handled by the helper using the following calculation:

Multiply the EPA (Equivalent Powered Axles) of the helper by the factor '230'. Subtract this tonnage from the total trailing tonnage behind a car, the final figure is the actual trailing tonnage which must comply with the 'Coupler Limit' table.

Coupler Limits Table		
Territory	Standard Coupler	High Strength Coupler
Bryn Mawr to Beaumont	6800	6700
MP 558.5 to MP 563.2	6400	6300

Each car is to be considered equipped with a standard type coupler unless it is known the car is equipped with high strength couplers. Coal cars, covered hopper cars and cars designed to carry 7000 vms and/or containers are equipped with high strength couplers. If it is not known that a car is equipped with high strength couplers, it can be determined by looking at the coupler casting identification located on top of the coupler. A high strength coupler will have the letter "H" or "HX" as the last character(s) of identification. Examples of high strength coupler identifications are E60HTE, SBE60CE, E60DE, EF512HXX.

SI-14 MISC. INSTRUCTIONS
Restricted Tracks: Six-axle locomotives are prohibited on the following industry tracks at Yuma:
 904 (Airbase Main)
 914 (Fertilizer)
 913 (Agro Phosphate)
 911 (Growers Farm Supply)
 901 (Sonoma Pacific)
 888 (Barkley Seed)

West Colton Terminal Radio Communications: On other than main track, all movements, except yard assignments, operating between Rancho (SP538) and the west end of the 100 lead (AL531) will use radio channel 50-50 for any terminal or movement instructions.

San Timoteo Canyon: In an effort to keep private road crossings in the San Timoteo Canyon clear for local residents, consider the following when operating on restrictive signal indications between Linda and Ordway.
 * Westward trains should not pass signal at MP 552.7 when indication is more restrictive than Advance Approach, unless total train length is less than 6,800 feet.
 * If signal at MP 552.7 displays Advance Approach and total train length is less than 6,800 feet, train may proceed to Live Oak Canyon road crossing. Contact Dispatcher before continuing to Ordway.
 * When possible, if total train length exceeds 6,800 feet, remain behind signal at MP 552.7 until signal displays Clear, or when instructed by Dispatcher.

All westward trains must slow roll at East Rogosa for Border Patrol train inspection unless otherwise instructed by the Train Dispatcher or by US Border Patrol Agent.

Yuma Eastward freight trains must stop at the Subway (MP 734.0) for crew change unless otherwise notified by Train Dispatcher. Crewmember must call for crew pickup prior to train's arrival.

Yuma Securement Instructions:
 Five hand brakes on west end of all yard tracks. All hand brakes must be released and air cut in before shoving cars to clear in tracks 103-105 and 107-109. After movement is completed, hand brakes must be reapplied.

Beaumont Helper Instructions: Helper consists must not be placed in multiple with road consist when any part of train is between Loma Linda (MP 541.3) and Beaumont (MP 561.4) or between MP 566.2 and Garnet (MP 589.0).

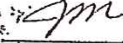
Helper Crews on duty at West Colton must call Dispatcher or Corridor Manager for instructions and to verify transportation has been called.
 Apex: References to station Apex refer to MP 563.5

LOS ANGELES Area Timetable No. 3 - Effective: 6/18/2008

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UNION PACIFIC RAILROAD COMPANY

----- DOCUMENT TEXT -----

LOS ANGELES AREA TIMETABLE NO. 3

EFFECTIVE JUNE 18, 2006

*** YUMA SUBDIVISION GENERAL ORDER NO. 36 ***

PURPOSE:

Reissued due to technical problem.

SI-03(1): Remove Glamis from list of 25 MPH sidings. Speed defaults to 30.

Subdivision instructions not modified by this General Order remain in effect.

EFFECTIVE: 1436, NOVEMBER 11, 2009-----
CANCELLATIONS:

This order cancels all previous orders for the YUMA Subdivision.

SI-00 - STATION MILES

Effective 0700 on January 11, 2009 change station page at and between W. Garnet and Thermal to read:

620.2	CTC 2MT	SP620	THERMAL 5.2	SP677	
615.0		SP615	COACHELLA (11-2)X 4.1	SP682	
610.9			INDIO 6.4	B SP686	
604.5		SP605	MYOMA (11-2)X 6.8	SP690	
597.7		SP598	RIMLON (11-2)X 5.7	SP701	
592.0		SP592	SALVIA Trk.1	SP705	6632
590.6		SP590	3.0		
589.0		SP589	GARNET (11-2)X 1.1		
587.9		SP588	W. GARNET Trk.2 6.2	SP708	4473

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Change Track Layout color for entire subdivision to red, show 2 main tracks between Garnet and Thermal.

Previous changes below remain in effect:

Change station page between Colorado and East Yard to read:

737.5	CTC	SP738	EAST YARD	SP558
	2MT		1.9	
735.6		SP736	PACIFIC (11-2)X	
			2.9	
732.7			YUMA	BT SP563
732.4	CTC	SP733		

Change character (11) at the following stations to read (11-2):
West Palm Springs, Cabazon, Banning, Beaumont, Hinda and Ordway.
These changes must be indicated in each employee timetable.

SI-01 - MAIN TRACK AUTHORITY

Effective 0700 on January 11, 2009, change entire main track authority cell to read:

CTC between:

MP 737.5 (CP SP738) and MP 538.5 (CP SP538).

CTC in effect on:

Connection Track from CP SP540 (MP 539.9
off Trk.2) to BNSF (BNSF channel 7272).

SI-02 - MAXIMUM SPEED TABLE

Effective 1600 on July 23, 2009, change entire speed table to read:

Maximum Speed	MPH	PSR FRT
538.5 and 732.7 Eastward (Except as Below).....	79	70
538.5 and 538.6.....	50	50
538.6 and 538.8.....	30	30
538.8 and 544.3.....	60	40
544.3 and 545.3.....	55	40
545.3 and 548.2.....	50	40
548.2 and 554.8 Trk.2.....	40	35
548.2 and 554.8 Trk.1.....	45	40
554.8 and 560.2.....	60	40
560.2 and 562.9 Trk.2.....	40	35
560.2 and 562.9 Trk.1.....	50	40
562.9 and 576.6.....	60	40
576.6 and 589.5.....	50	40
589.5 and 618.3.....	70	70
618.3 and 618.9.....	70	60
618.9 and 620.2.....	79	70
620.1 and 620.2 Turnout Trk.2....	30	30

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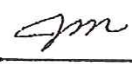
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620.2 and 633.7.....	79	65
633.7 and 634.6.....	70	60
634.6 and 667.8.....	79	65
667.8 **.....	70+	55+
667.8 and 669.4.....	79	65
669.4 **.....	70+	55+
669.4 and 676.8.....	79	65
676.8 **.....	70+	55+
676.8 and 685.8.....	79	65
685.8 **.....	79	55+
685.8 and 715.0.....	79	65
715.0 **.....	79	55+
715.0 and 716.8.....	79	65
716.8 **.....	79	55+
716.8 and 722.8.....	79	65
722.8 **.....	79	45+
722.8 and 723.1.....	79	65
723.1 and 723.9.....	60	40
723.9 and 726.8.....	45	40
726.8 and 731.8.....	60	50
731.8 and 732.0.....	50	40
732.0 and 732.7.....	30	25

732.7 and 538.5 Westward		
(Except as Below).....	79	70
732.7 and 732.0.....	30	25
732.0 and 731.8.....	50	40
731.8 and 726.8.....	60	50
726.8 and 723.9.....	45	40
723.9 and 723.1.....	60	40
723.1 and 721.6.....	79	70
721.6 **.....	79	55+
721.6 and 695.7.....	79	70
695.7 **.....	79	55+
695.7 and 634.6.....	79	70
634.6 and 633.7.....	70	60
633.7 and 618.9.....	79	70
620.2 and 620.1 Turnout Trk.2....	30	30
618.9 and 618.3.....	70	60
618.3 and 589.5.....	79	70
589.5 and 576.6.....	50	40
576.6 and 562.9.....	60	40
562.9 and 560.2 Trk.2.....	40	35
562.9 and 560.2 Trk.1.....	50	40
560.2 and 554.8.....	60	40
554.8 and 548.2 Trk.1.....	45	40
554.8 and 548.2 Trk.2.....	40	35
548.2 and 545.3.....	50	40
545.3 and 544.3.....	55	40
544.3 and 538.8.....	60	40
538.8 and 538.6.....	30	30
538.6 and 538.5.....	50	50

** Only freight trains exceeding 80 TPOB must comply with speed

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restriction. Speed restriction will not apply when signal at speed
restriction location displays CLEAR.

SI-03 - OTHER SPEED RESTRICTIONS

Delete from part 1:
Glamis, Thousand Palms..... 25

Add to part 1:
Thermal..... 30

Add to part 2 under "crossovers":
Pacific, Coachella, Myoma, Rimlon,
Garnet..... 50

Delete the following from part 3:
Yuma and East Yard Yuma; all yard
tracks..... 5
Exceptions: (speed defaults to 10 MPH):
Drill track from Subway to Pacific Ave, to and including the 29/30
switch, track 29 and 30 to and including hand throw crossover at east
yard.

Note: Speed on all Yuma and East Yard tracks default to 10 MPH.

SI-04 - MAIN TRACK DESIGNATIONS

Effective 0700 on January 11, 2009;
Under "Two main tracks between;" change that part reading:
MP 618.7 and MP 609.6;
MP 588.3 and MP 538.5.

To read:
MP 620.2 and MP 538.5.

Prior change below remains in effect:
Delete:
Current of Traffic: Westward on Trk.1 between
MP 737.5 and MP 732.4.

SI-05 - MILE POST EQUATIONS

Add:
MP 735.3 = MP 735.4

SI-06 - RCL OPERATIONS

Remote Control Area:
West Colton Remote Control Area established between MP 530.5 (South
Fontana) and MP 543.1 (Loma Linda - Yuma Subdivision).

SI-07 - ITEM 13 TRAIN DEFECT DETECTORS

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Effective 0700 on January 11, 2009, add the following detectors:

§ 611.0
§ 613.0
§ 617.0
§ 619.2

Previous changes below remain in effect;

Delete:

(#) 543.1
§ 589.9
(#) 598.0
§ 604.4

Add:

(#) 545.3
§ 586.0
§ 590.7 Trk.2
§ 592.0 Trk.2
(#) 594.0
§ 595.8
§ 599.5
§ 601.1
§ 602.8
§ 606.8
(#) 608.5
§ 610.9
§ 733.8

SI-08 - RULES ITEMS

Add the following regarding stalled DP trains:

Helping Stalled DP Trains:

Stalled Distributed Power Trains that must add helpers to the head end of the train may do so only under the direction of a district Manager of Operating Practices and operate as outlined below. These special conditions may only be applied to DP trains having stalled on ascending grades and may not be utilized on descending grades. The maximum speed for a train in this configuration must not exceed 20 MPH. Air Brake and Train Handling Rules 32.12.3, 32.12.4 and 32.12.5 are changed for this specific move to read:

32.12.3 Manned Helper Added to Head End of Train:

When a manned helper is coupled to the head end of the train, the helper engineer will transfer control of the air brakes (and the throttle with MU cable) to the road engineer as follows:

1. Before opening angle cocks between the road locomotive and the manned helper, the engineer on the helper locomotive will:
 - a. Communicate with the road engineer to determine the brake pipe reduction currently applied to the train.
 - b. The helper engineer must make a reduction 2 psi greater than the current reduction applied to the train.
 - c. After the brake pipe exhaust has ceased, helper engineer must cut out the automatic brake valve and place handle in the handle off position.
 - d. Notify engineer on the road locomotive of the amount of the

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brake pipe pressure reduction.

e. The independent brake valve must be left cut in on the helper locomotive.

f. Place the independent brake valve handle in the release position and actuate to fully release the brakes on the helper locomotive consist in preparation for the air brake check between the road locomotive and the helper power.

2. The engineer on the road locomotive will:

a. After opening the angle cocks between the helper and the road locomotive, increase brake pipe reduction to at least 20 psi and helper crew will observe that brakes apply on helper consist by visual inspection.

b. When train is ready to depart, perform DP train check to verify brake pipe continuity as brakes are released per ABTH Rule 33.3.2.

c. Observe by visual inspection that brakes release on the helper consist.

32.12.4 Manned Helper Removed From Head End of Train:

When a manned helper will be detached from the head end of the train do the following:

1. The engineer in control of the road locomotive will:

a. Make not less than a 6 psi brake pipe reduction.

b. Notify the helper engineer when ready to detach the manned helper after closing the angle cocks between the helper consist and the road locomotive and removing the MU cable.

2. The helper engineer will cut in the Automatic Brake Valve after angle cocks are closed between the consists,

32.12.5 Operating Responsibilities with Manned Helper:

When adding helpers to the head end of a DP train, the control of all locomotives coupled together must be transferred to the DP road locomotive engineer by plugging in the MU cable. When more than one locomotive is attached to a train, the engineer of the DP road locomotive must control the train's air brakes. The engineer in the lead locomotive consist is in charge of the train movement. The engineer in charge will communicate with and direct the engineer on the DP road locomotive as follows:

1. Identify speed restrictions and locations where a stop is to be made at least 2 miles in advance.

2. Communicate clearly the name of signals affecting the train's movement as soon as the signals become visible or audible.

Note: The helper engineer will be responsible to comply with whistle requirements and may utilize the ABV handle, even though cut out, to initiate an emergency application of the brakes should any emergency situation occur requiring this action. The helper engineer is also responsible for proper use of the independent brake valve on the helper consist.

Delete that part reading (reference Rule 10.1 to enter CTC):

Rule 9.17. Between Yuma and East Yard Trains and engines may enter Trk.1 or Trk.2 at a hand-operated switch only after receiving

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authority from the Train Dispatcher.

Add the following to existing instructions under Rule 10.1:

BNSF Connector track to UP Main Track #2:

West end of crossover is a dual control switch (CP SP539).

East end of crossover on BNSF connector track is hand throw.

Following instructions apply for movements through this crossover:

Eastward:

Train should receive a restricting signal at the west switch (CP SP539), but must line the hand throw switch on BNSF connector track before entering crossover.

Westward:

Crew member must first request that UP dispatcher line train off BNSF connector to Trk. 2. After dispatcher confirms line-up and dual control switch is seen to be lined, the hand throw switch may be lined. Train may then begin movement thru crossover, but the controlled signal at the west switch will not illuminate until approximately one unit has passed over the hand throw switch. Controlled signal will then authorize movement onto Trk. 2.

Add the following to Grade Securement Restrictions:

Four (4) cars or more may be temporarily left standing on main track between CG limits, MP 561.4 and MP 566.2, provided the following procedures are followed:

1. Cars are coupled and properly secured per Rule 32.1.2.
2. Crewmember left to attend equipment.
3. Dispatcher notified per Rule 6.20.

SI-11 - INDUSTRIAL LEADS

Add:

Rule 32.20: Riverside Industrial Lead, Congress Street Yard "No Idle Zone" is in effect from 250 feet South of Congress Street to Santa Ana River Bridge. Signs are displayed at these limits. Do not allow locomotives to idle for more than 30 minutes within these limits.

SI-12 - TONNAGE RESTRICTIONS/TPOB

Change that part reading:

80 or less	N/A	65E 70W
------------	-----	---------

To read:

80 or less	N/A	70
------------	-----	----

Change last entry on descending grade speed decision table to read:

130+	500 or less	20 MPH
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SI-13 - TRAIN MAKE-UP RESTRICTIONS

Effective 0900 on November 17, 2008, restrictions previously shown in Los Angeles Area Timetable #3 are removed and default to System Special Instructions Item 5.

SI-14 - MISCELLANEOUS INSTRUCTIONS

Change that part reading:

Yuma securement instructions:

Five hand brakes on west end of all yard tracks. All hand brakes must be released and air cut in before shoving cars to clear in tracks 103-105 and 107-109. After movement is completed, hand brakes must be reapplied.

To read:

Yuma Yard Securement: Five hand brakes on west end of all yard tracks. All hand brakes must be released and air cut in before shoving cars to clear. After movement is completed, hand brakes must be reapplied.

Add:

Yuma Subdivision operations are governed by Pacific Time to but not including CP SP733. Gila Subdivision operations are governed by Mountain Time at CP SP733 eastward.

SI-15 - ADDITIONAL INSTRUCTIONS

Effective 0800 on May 14, 2009, change dispatcher call in numbers.

Dispatcher Phone Changes:

244 - 800 Phone Number - (800) 726-1139

244 - Call in Phone Number - (402) 636-1631

250 - Call in Phone Number - (909) 685-2126

Signal changes below are effective 0700 on January 11, 2009:

Following signals removed from service:

CP SP611 Indio @ MP 610.9

CP SP618 Thermal @ MP 618.7

Intermediate Signals:

6126 Trk. 2 @ MP 612.6

6129 Trk. 1 @ MP 612.9

6139 Trk. 1 @ MP 613.9

6154 and 6155 @ MP 615.5

6170 and 6171 @ MP 617.1

Following signals placed in service:

CP SP615 Coachella MP 615.0

6109 and 6110 @ MP 611.0

6129 and 6130 @ MP 613.0

6169 and 6170 @ MP 617.0

6191 and 6192 @ MP 619.2

Previous changes below remain in effect:

Following signals removed from service:

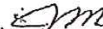
CP SP603 @ MP 602.6

CP SP606 @ MP 606.3

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CP SP608 @ MP 607.6
CP SP610 @ MP 609.6
Intermediate Signals:
6039 and 6038 @ 603.8
6053 and 6052 @ 605.2
6111 and 6110 @ 611.0

Following signals placed in service:
CP SP605 Myoma @ 604.5
CP SP611 Indio @ 610.9
Intermediate Signals:
6027 and 6028 @ MP 602.8
6067 and 6068 @ MP 606.8
6087 and 6088 @ MP 608.8

SI-RD - RADIO DISPLAY

Effective 0800 on May 14, 2009, change RADIO DISPLAY information to read:

East Yard to Beaumont - 9696 (*66)
Beaumont to Rancho - 4242-(*50)

SIGNATURE: RICHARD M. CASTAGNA
SIGNATURE TITLE: SUPERINTENDENT

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ALHAMBRA SUBDIVISION (975) LOS ANGELES AREA - T.T. #1

Appendix Table A, Page 000

Mile Post	Rule 6.3	CP #s	Radio Display: Yuma Jct. to West Colton - 9696		Sta. #s	Siding Feet
			WEST STATIONS	EAST		
535.0	CTC		WEST COLTON (5.3)	BT	SP760	
529.7			SOUTH FONTANA (2.2)	TI	CO514	6259
527.5			KAISER (3.7)		CO512	
523.8			GUASTI (3.6)	I	CO508	5914
520.2			ONTARIO (2.4)	I	CX775	6621
517.8			MONTCLAIR (2.4)	I	CX777	6173
515.4	CTC 2MT		RESERVIOR (0.4)		CO500	
515.0			CP515B (TK2) (1.4)	X(11)		
513.6			HAMILTON (0.3)			
513.3	CTC		EAST POMONA (1.0)	I	CX781	2730
512.3			WEST POMONA (5.5)			
506.8			WALNUT (3.3)	I	CX789	6231
503.5			MARNE (0.9)	I	CO488	5789
502.6			MARNE X-OVERS (0.8)			
501.8			EXTENTION (0.3)	I		8337
501.5			CITY OF INDUSTRY (0.5)	BTI	CO486	7662
501.0			TWENTY-SEVEN X-OVER (0.5)			
500.5			NEW SIDING (3.2)	I		5103
497.3			BASSETT (2.7)	I	CO482	6529
494.6			EL MONTE (5.9)	I	CO479	7012
497.7	CTC 2MT		ALHAMBRA (0.6)		CO473	
496.9			AURANT X-OVER (1.3)		CO472	
485.6	2MT #1CTC		VALLEY BLVD X-OVERS (2.7)	Y		
482.9			LATC (0.1)	YBT	CO470	
482.8	CTC 2MT		CP YUMA JCT.	Y(M)T	CO469	
(52.2)						
SI-01 MAIN TRACK AUTHORITY CTC Between MP 535.0 and MP 485.5; MP 485.5 and MP 482.8 on Trk.1. Yard Limits Between MP 485.5 and MP 482.8 on Trk.2.						

SI-02 MAXIMUM SPEED TABLE

Maximum Speed	MPH
Between Mile Posts	
535.0 and 482.8	PSOR FRT
(Except as Below)	65 60
535.0 and 532.4	60 50
515.4** W	65+ 45+
513.7** - Trk.1 W	65+ 50+
515.3 and 513.5 - Trk.2	25 25
512.5** W	65+ 50+
512.4** E	65+ 55+
491.3 and 489.9	40+ 30+
489.9 and 485.8	50 50
485.8 and 484.0 - Trk.1	30 30
484.0 and 482.8 - Trk.1	20 20
485.8 and 483.0 - Trk.2	20 20
483.0 and 482.8 - Trk.2	10 10

** Only freight trains exceeding 80 TPOB must comply with speed restriction. Speed restriction will not apply when signal at speed restriction location displays CLEAR.

SI-03 OTHER SPEED RESTRICTIONS

Maximum Speed	MPH
WALNUT - 25 MPH. (G.O. #14 - 1-02-00)	
1. Thru Sidings & Turnouts (No Exceptions.)	
Sidings (Walnut) and Extension	10
2. Dual Control Switch Turnouts	
Turnout Alhambra MP 488.2	50
Turnout MP 513.3	40
Hamilton Crossovers	40
Turnout MP 515.4	25
Crossover to LA Sub. MP 515.0	60
3. Misc. Speed Restrictions	
West Colton Track 150 MP 530.5 to MP 532.4 and by-pass tracks, MP 537.3 to MP 538.1	20
West Colton Balloon Track	15
Lite engines / less than 12 axles MP 483.0 and 525.0	45
Loaded unit steel slab train	30

SI-04 MAIN TRACK DESIGNATIONS

Two main Tracks between MP 488.2 and 482.8; MP 513.5 and MP 515.3.
 Current of Traffic eastward on Trk.2 between MP 485.5 and MP 482.8.

SI-05 MILE POST EQUATIONS - None.

SI-06 DTC BLOCK LIMITS - None.

SI-07 ITEM 13 TRAIN DEFECT DETECTORS

% 531.9	(#) 516.6	% 496.3
(#) 526.8	% 510.2	(#) 492.0
% 522.1	% 505.3	
% 519.4	# 504.7	

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Attachment 1

APPENDIX I, Table B
SLOW ORDER BASE BY ROUTE (in minutes)
Effective January 1, 2017

Station From-To	Maximum Minutes Per One-Way Trip	Station From-To	Maximum Minutes Per One-Way Trip
Sunset Limited		Coast Starlight	
Iowa Jct.-San Antonio	16.0	Portland-Klamath Falls	14.0
San Antonio-Alpine	23.0	Klamath Falls-Sacramento	18.0
Alpine-Tucson	9.0	Sacramento-Oakland	5.0
Tucson-El Monte	16.0	Oakland-San Luis Obispo	11.0
Total	64.0	San Luis Obispo-Moorpark	9.9
		Total	57.9
Texas Eagle			
Joliet-Wann	2.0	Missouri River Runner	7.5
Wann-Marshall*	20.0		
Marshall-Ft. Worth	10.0	Chicago-St. Louis*	3.0
Ft. Worth-San Antonio	12.1	* incl. Trk 1, but not Trk 2, b/t Wann and WR	
Total	44.1		
* incl. Trk 1, but not Trk 2, b/t Wann and WR		San Joaquins	
		Sacramento - Stockton	1.0
California Zephyr		Port Chicago - Oakland	2.0
Denver-Grand Jct	15.0		
Grand Jct.-Salt Lake City	7.5	Cascades	7.0
Salt Lake City-Elko	13.0		
Elko-Reno	11.0	Capitol Corridor	
Reno-Emeryville	4.0	San Jose-Oakland (Jack London)	3.8
Total	50.5	Oakland (Jack London)-Auburn**	4.0
		Total	7.8
Pacific Surfliner (Moorpark-San Luis Obispo)	5.8	**compliance measured by trains traveling entire route b/t Oakland and Auburn	

Notes:

- Limits for individual segments apply to the portion of the segment over which Amtrak operates regular service.
- When slow orders specified on this Table are removed because of projects funded by Amtrak, public entities or other third parties for the benefit of passenger service, Amtrak and UP shall negotiate an appropriate revision to the route total Maximum Minutes on that route.
- If Amtrak re-routes any train resulting in a change in mileage traveled on UP, Amtrak and UP shall negotiate an appropriate revision to the route total Maximum Minutes on that route to reflect the new length and characteristics of the route.

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APPENDIX II

AMTRAK PASSENGER TRAIN SCHEDULES

The Amtrak passenger train schedules shall be as set forth in Amtrak's public
Timetables.

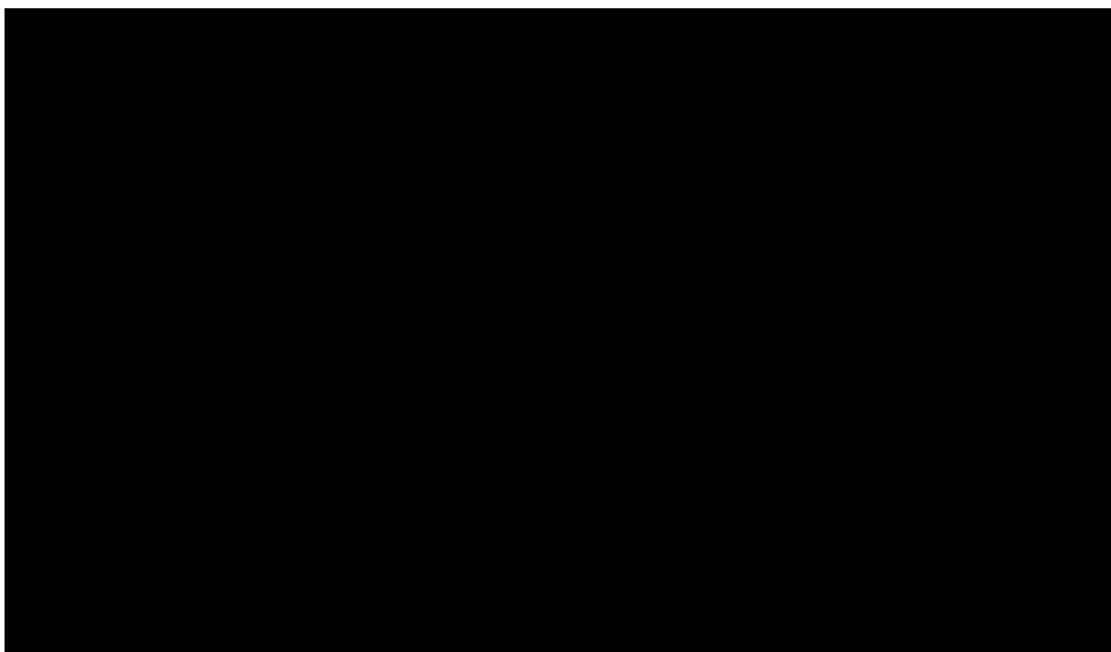
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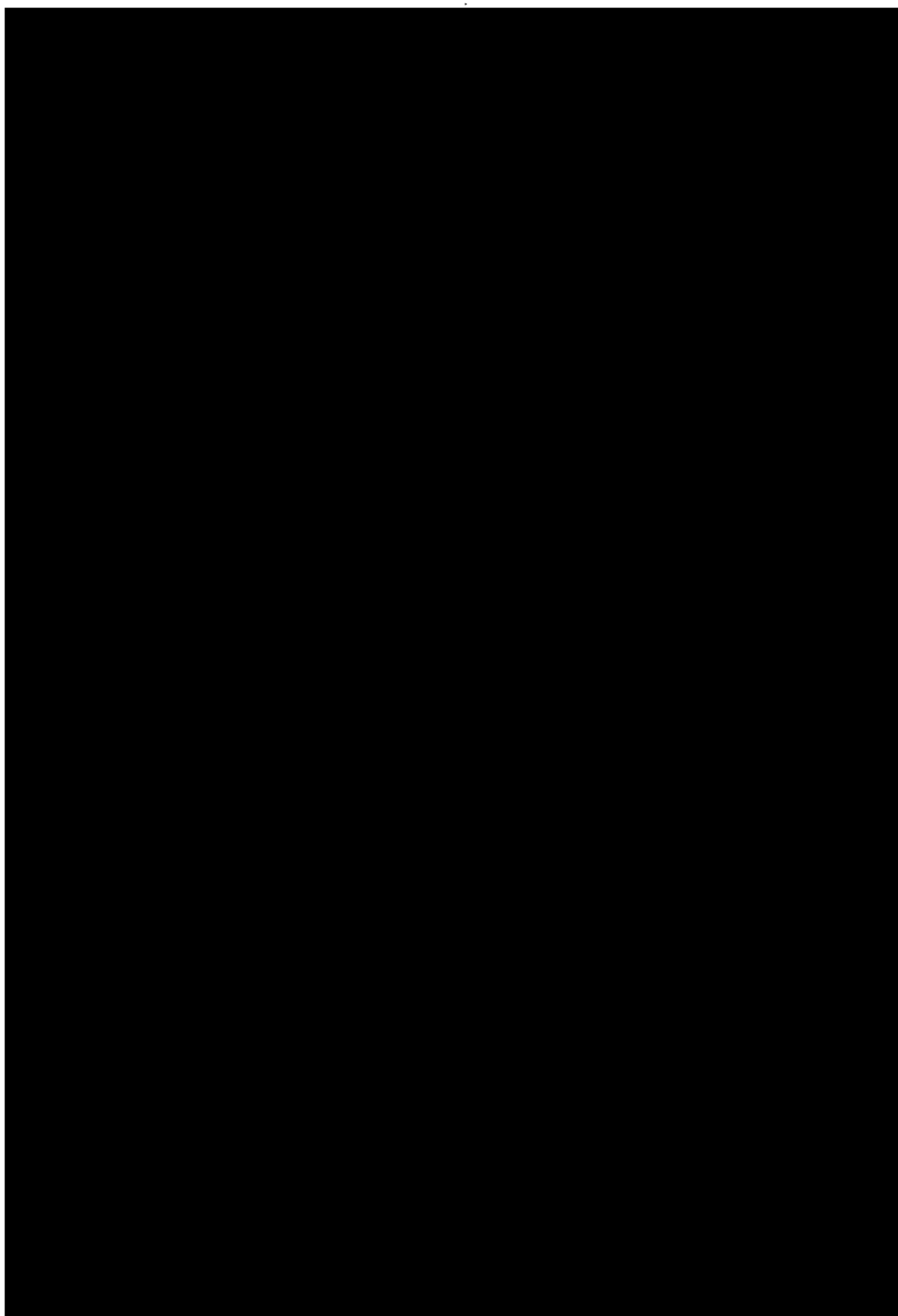
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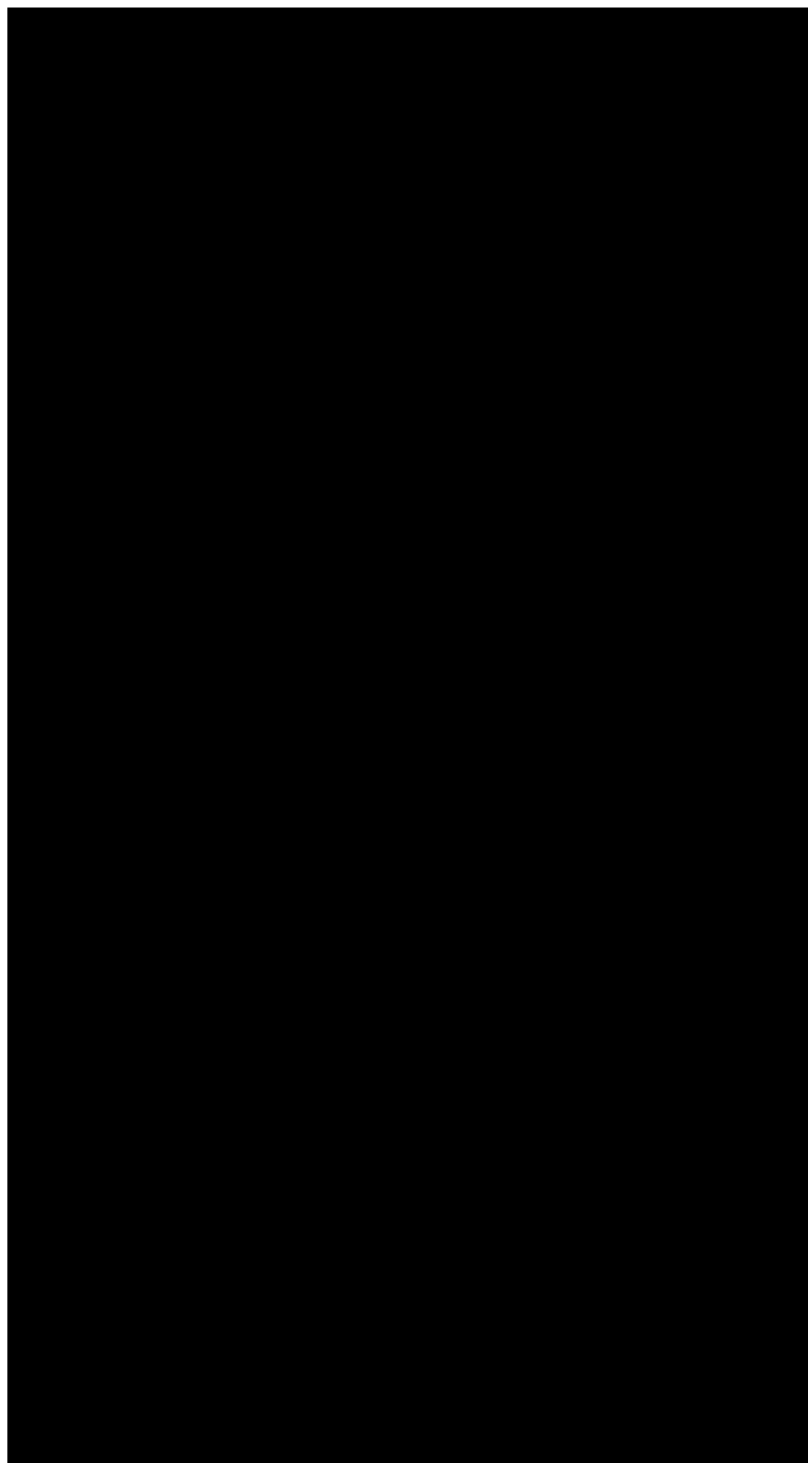
APPENDIX V

PERFORMANCE PAYMENTS AND PENALTIES

Performance payments will be paid for regularly scheduled trains at each performance checkpoint where a train attains an on-time performance greater than 80% during a month. Performance penalties will be assessed against the train at performance checkpoints where the on-time performance is less than 70% during a month.



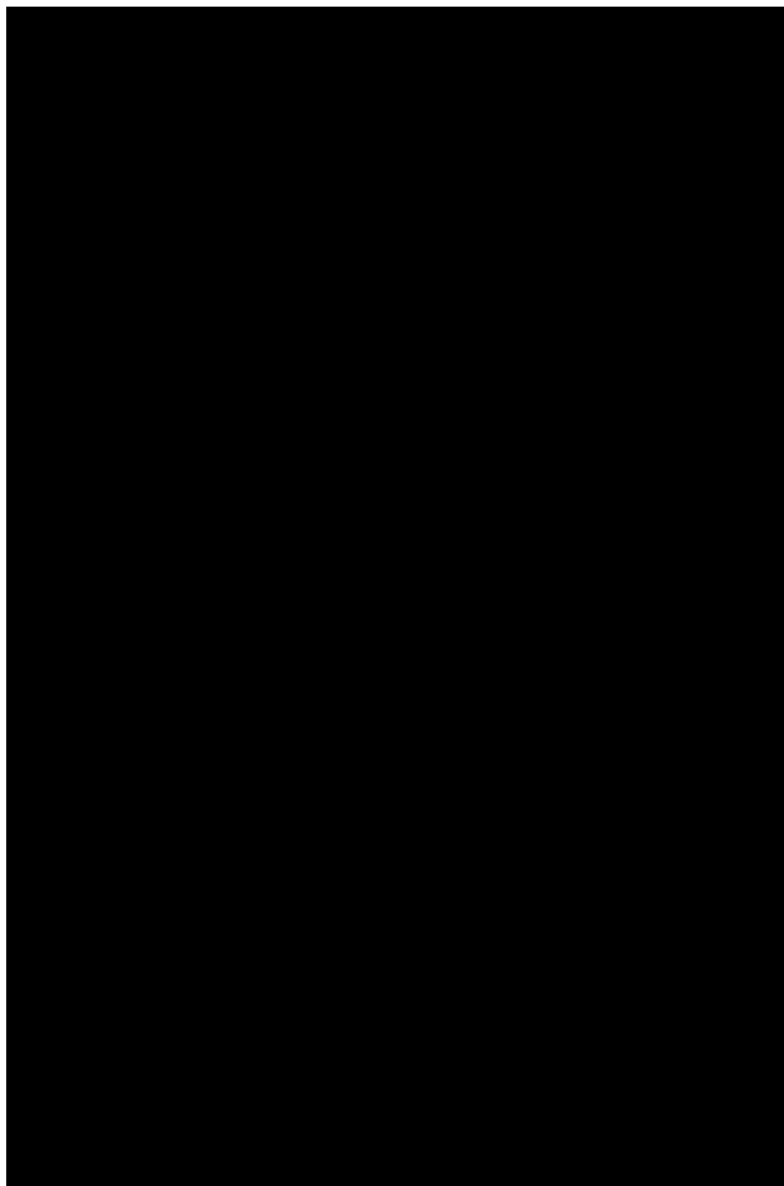


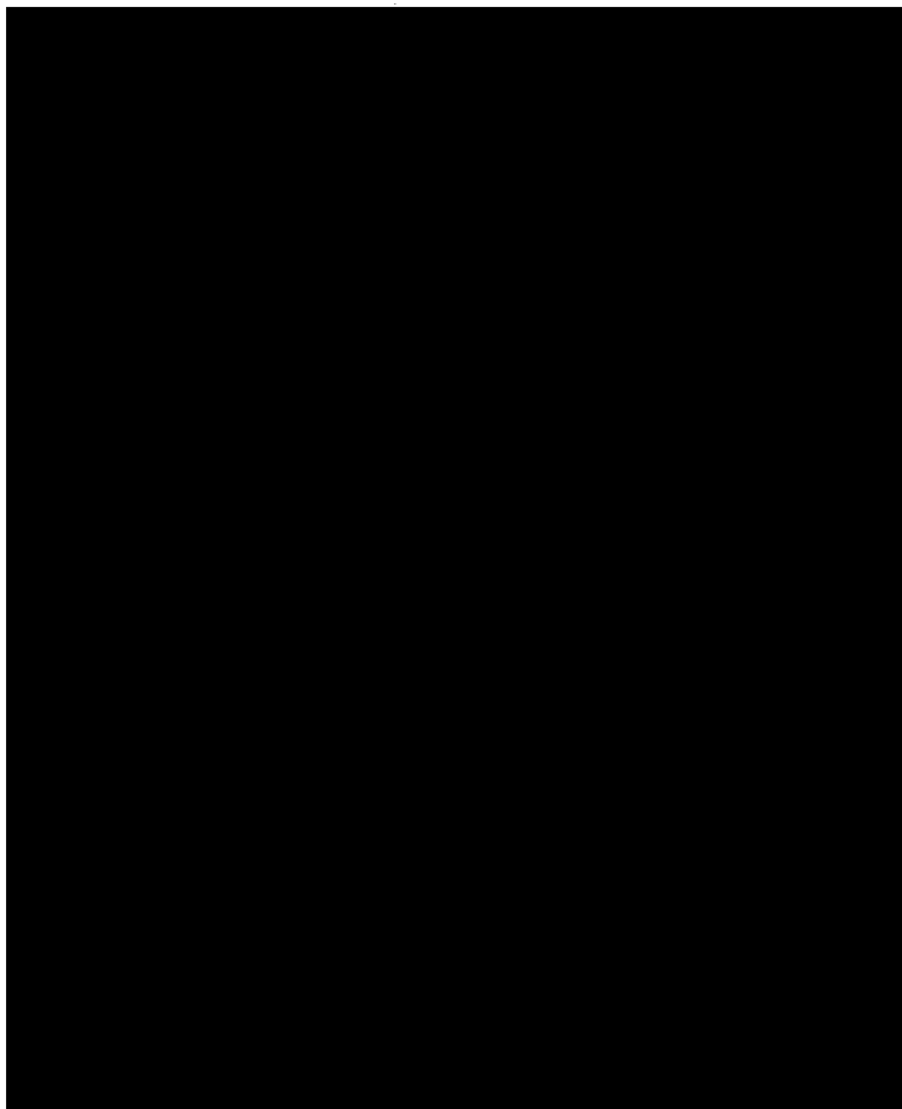


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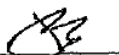
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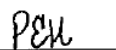




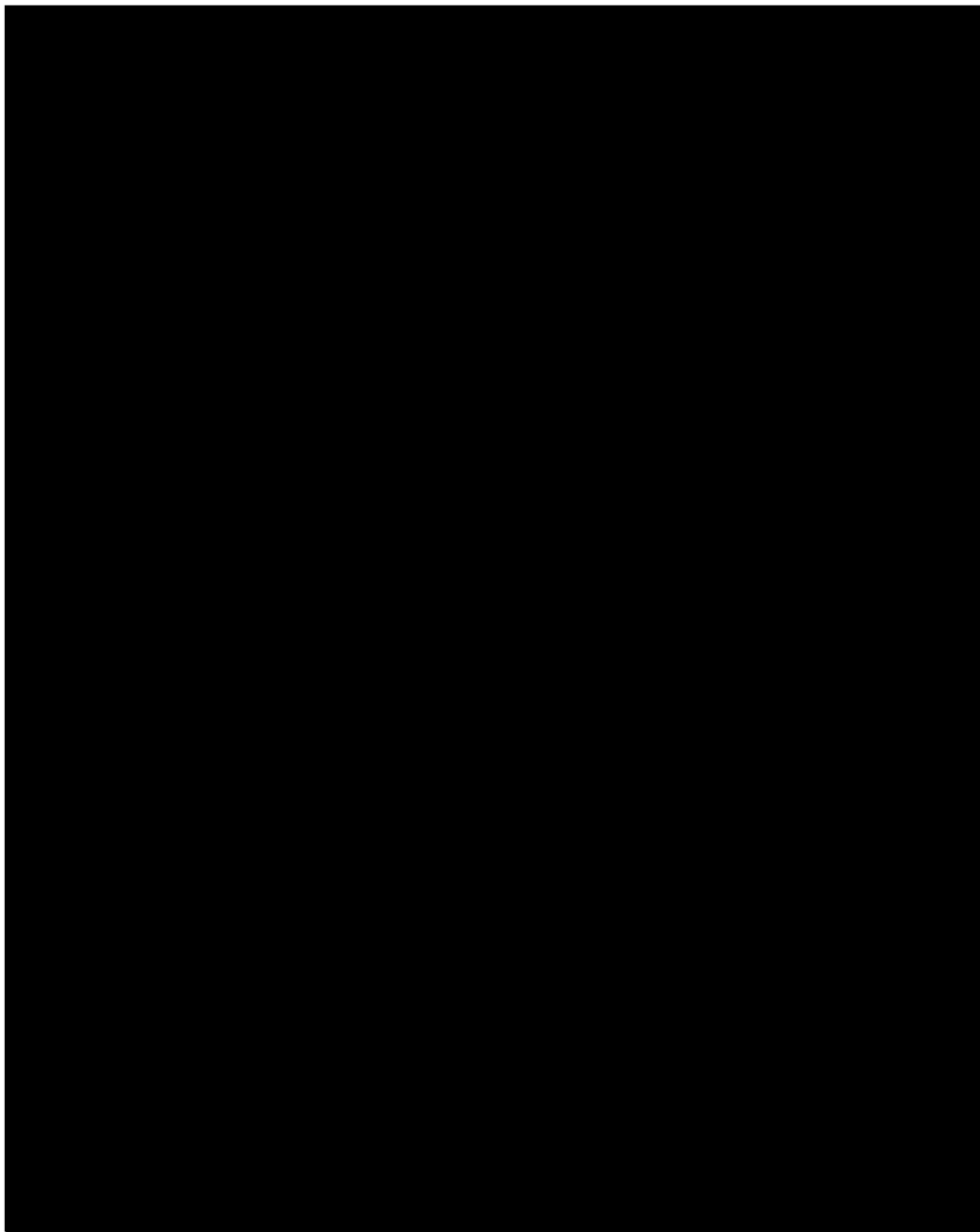
(l) This item deleted effective July 1, 2013.

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UP-061 Revised Effective July 1, 2013;

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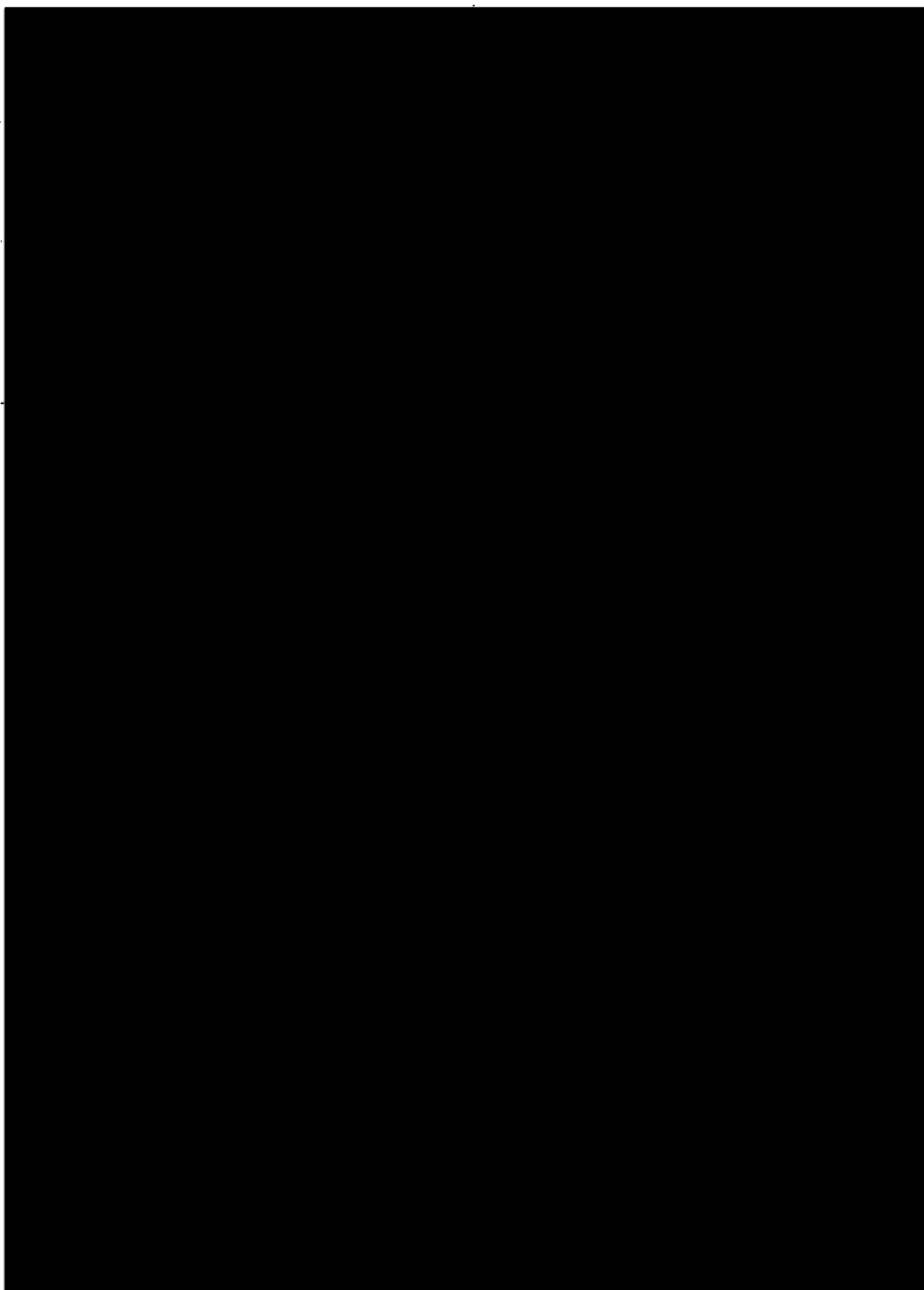


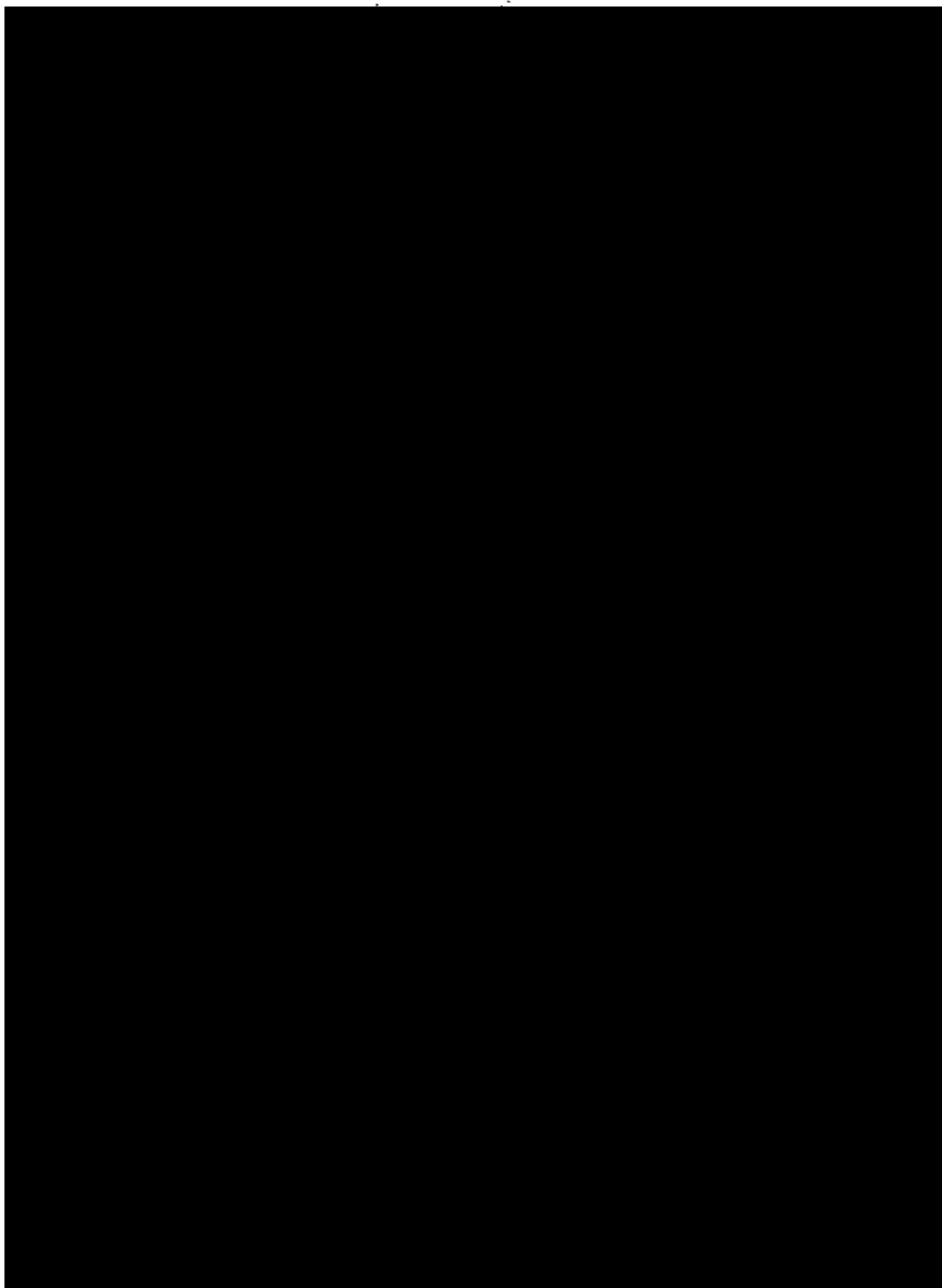


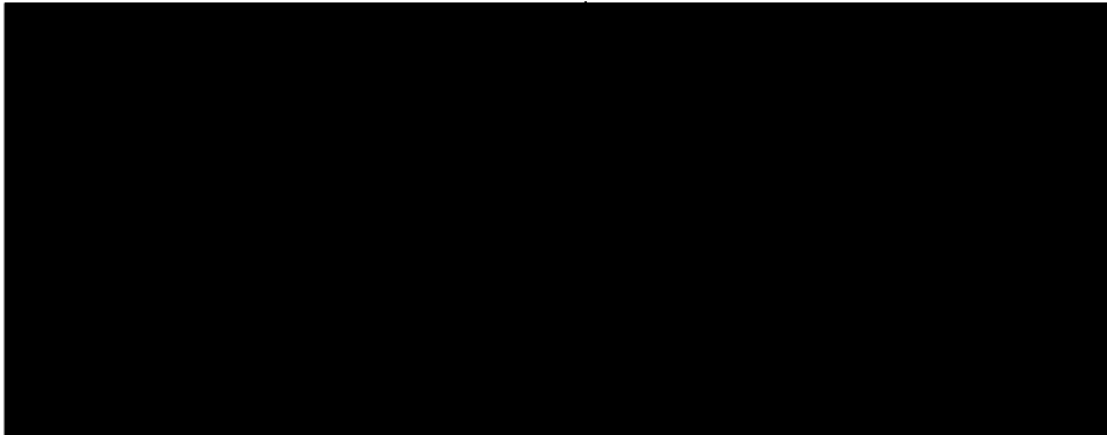
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B. Calculation of Performance Payments.

If the percentage of on-time performance of a train at a checkpoint is 80% or more in a month, the performance payment is calculated as follows:

1. Subtract .800 from the percentage on time for the checkpoint (expressed in three decimal places);
2. Multiply the resulting amount by the Checkpoint Performance Rate for the train shown in Table 1; and
3. Multiply that resulting number by the number of trips operated by the train to the checkpoint during the month.

C. Calculation of Performance Penalties.

If the percentage of on-time performance of a train at a checkpoint is less than 70% in a month, the performance penalty for the month is calculated as follows:

1. Subtract the percentage on time (expressed in three decimal places) for the checkpoint from .700;

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2. Multiply the resulting amount by the Checkpoint Performance Rate for the train shown in Table 1; and
3. Multiply that resulting number by the number of trips operated by the train to the checkpoint during the month.

D. Remittance of Performance Payments and Penalties.

Performance payments will be paid to UP in accordance with section 5.2 (Billing and Payment). Penalties may be deducted from the amounts otherwise payable to UP pursuant to this Agreement or paid separately to Amtrak; provided, however, that penalties in a month shall only apply up to the amount of performance payments earned for all trains at all checkpoints in the preceding twelve-month period pursuant to this Agreement.

E. Revision of Schedule Data

The Scheduled Time From Origin for each train covered by this Appendix V is set forth in Table 1. Such time is based on the consist for the train shown in Table 3, and includes the Dwell Times shown in Table 2. Subject to the provisions of Section 3.2, UP shall promptly implement operation of any train with a revised consist as Amtrak may request. In the event that the consist or type of equipment operated is to be materially changed for a sustained period in a manner which is not specifically contemplated and dealt with in this Appendix V, the parties agree to determine an appropriate new Scheduled Time From Origin for the train using the same methodology used to develop the times currently reflected in Table 1. Scheduled Time From Origin

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shall also be revised by the parties in the event that the authorized speeds established by federal, state, or local regulation are decreased in a way which is likely to have a significant impact on the operation of a train. Subject to the provisions of Section 3.2, upon request of Amtrak, station stops or services shall be added, deleted, or modified in connection with the operation of a train as it existed on the effective date of Table 2; provided, however, modification of schedules (including, but not limited to schedules herein and public timetables) for Amtrak Trains shall not be made without UP's approval, which approval shall not be unreasonably withheld. When changes pursuant to the two preceding sentences require a net change in time of operation (including dwell time) which exceeds 5 minutes, the parties shall adjust the schedules to reflect such differences in operating time (unless such adjustment has previously been effected) at the next Amtrak timetable change. For the purposes of the foregoing sentence, upon the request of either party, the parties shall jointly conduct a field test or other appropriate studies to determine the proper amount of time to be added or deleted as a result of the change in stops; provided, however, that in the event the parties cannot reach agreement concerning such time, the parties specifically agree that operating time shall be reduced or increased by 5 minutes for each regular stop which is eliminated or added to the train operation.

On an ongoing basis the tables may require refinement to account for changes in the operation of Amtrak Trains. Therefore, it is agreed that as studies are performed which produce more accurate data for Scheduled Time From Origin, Recovery Time Base, Allowed Station Dwell and Extra Car Tolerance, the figures in this Appendix V,

shall be amended to reflect the results of such studies. The various items shall be agreed upon by Amtrak and UP and shall be calculated as follows:

Scheduled Time From Origin shall equal pure running time, plus recovery time, plus Allowed Station Dwell time. Pure running time shall be established by a joint UP / Amtrak riding program or other appropriate studies. Recovery time shall be determined by multiplying the pure running time by approximately 8%. The exact percentage shall depend on the individual requirements of the segment as determined by the parties when they are developing schedules.

Allowed Station Dwell Time shall be established by utilizing all available sources of data such as Arrow, conductor delay reports, TCS, pulse tapes, event recorders and riding programs.

Recovery Time Base shall equal one half of the recovery time included in the scheduled time in the segment preceding each checkpoint.

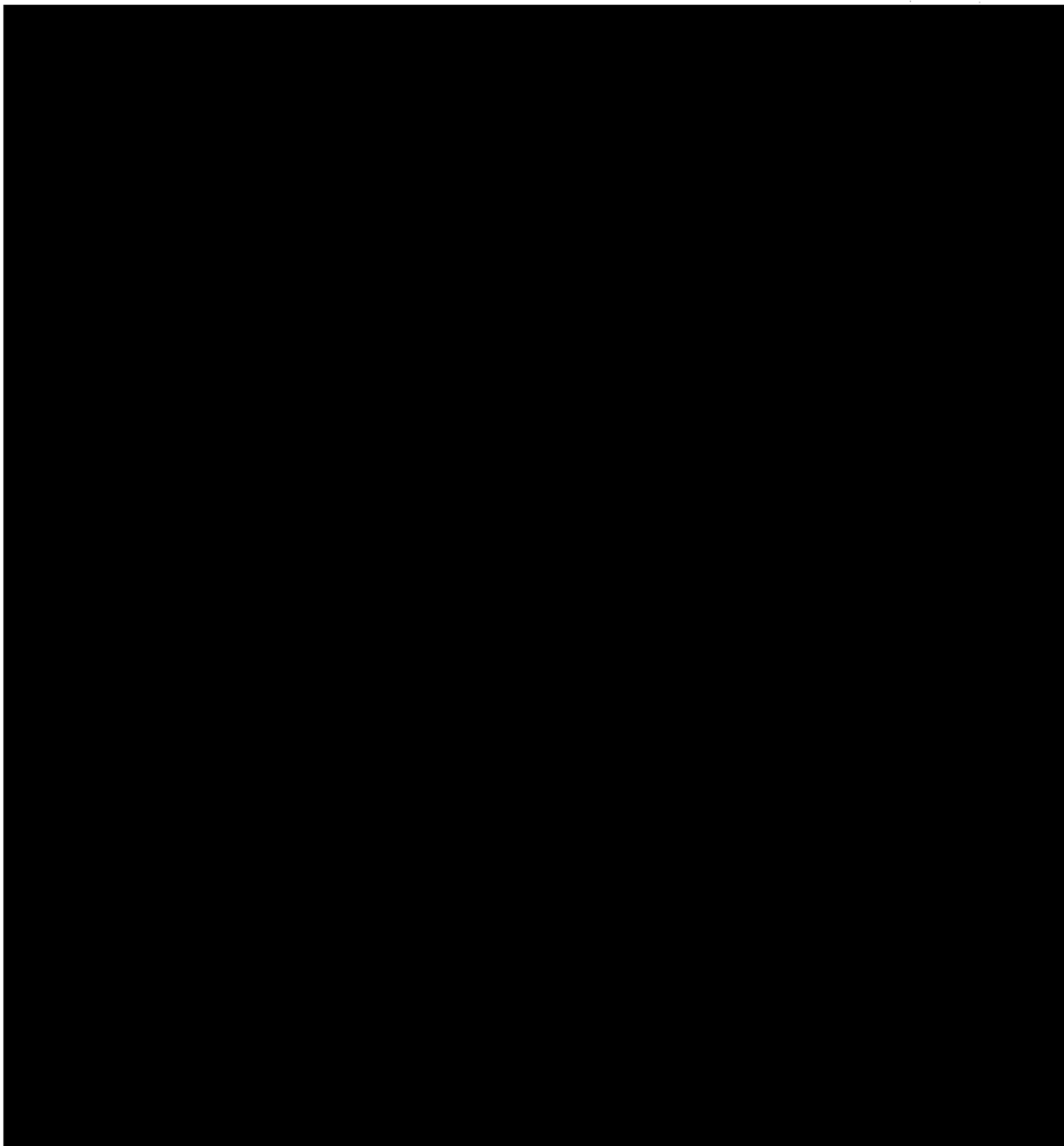
Extra Car Tolerance shall be established by using data derived from UP's Train Performance Calculator or field tests.

Notwithstanding the preceding standards, the parties may shift time between segments by mutual agreement.

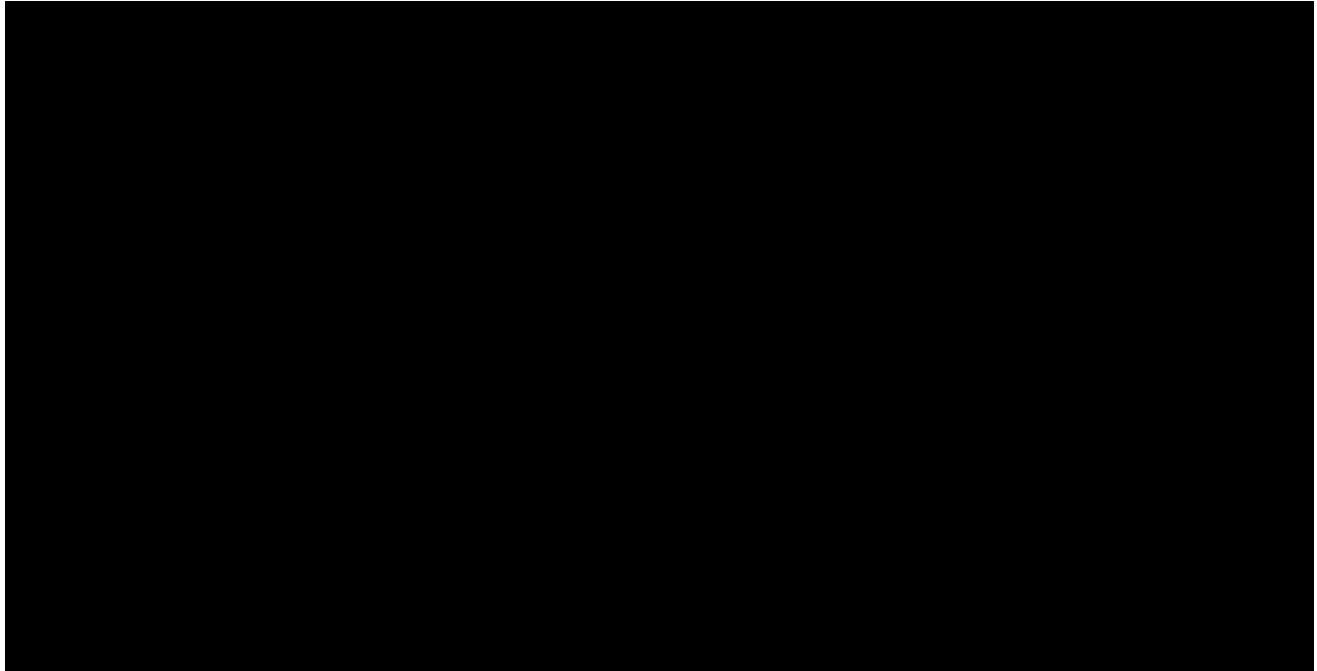
F. Price Level Adjustments.

The Trip Performance Rates specified in Table 1 of this Appendix V shall be adjusted annually for price level changes beginning January 1, 2001, based on the relationship of the most recent Quarter's Association of American Railroads (AAR) Quarterly Indices of Chargeout Prices and Wage rates (Table C)-West "Material prices, wage rates and supplements combined (excluding fuel)", to comparable indices of the Quarter twelve months previous. The adjustment to be made on January 1, 2001, shall be based on the comparison of the 4th Quarter 2000 index value (the most recent Quarter) to the 4th Quarter 1999 index value (Quarter twelve months previous).

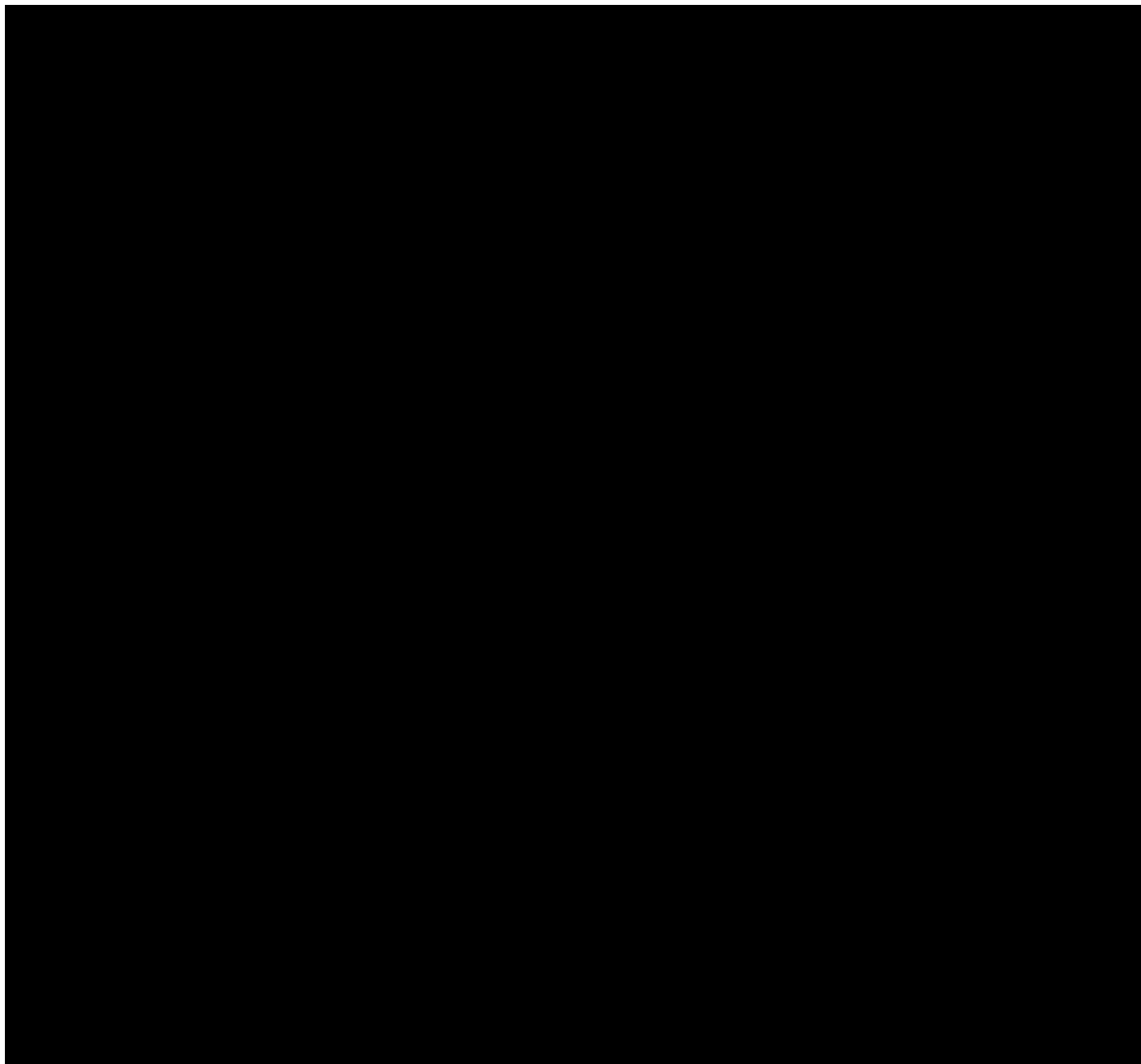
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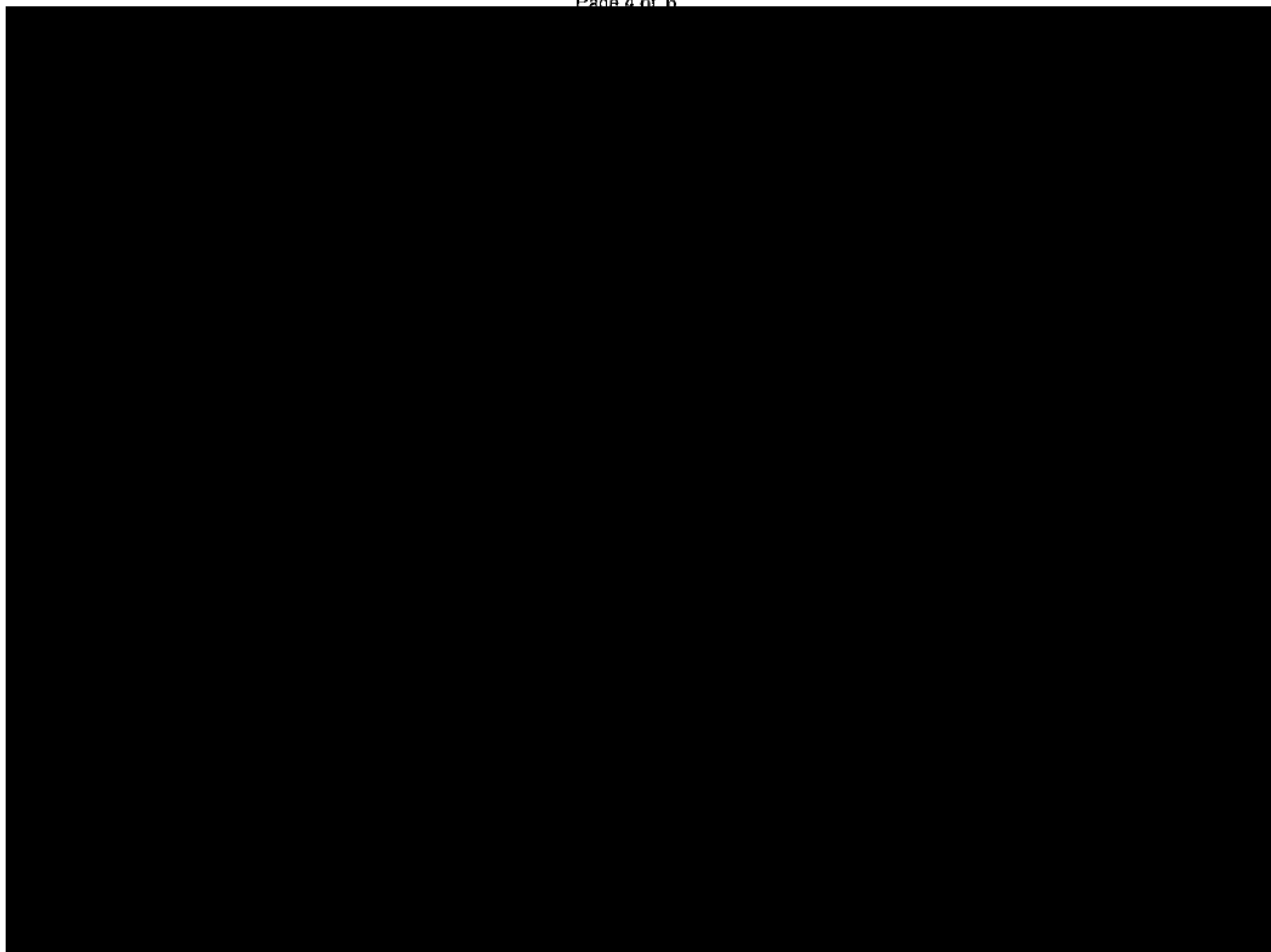
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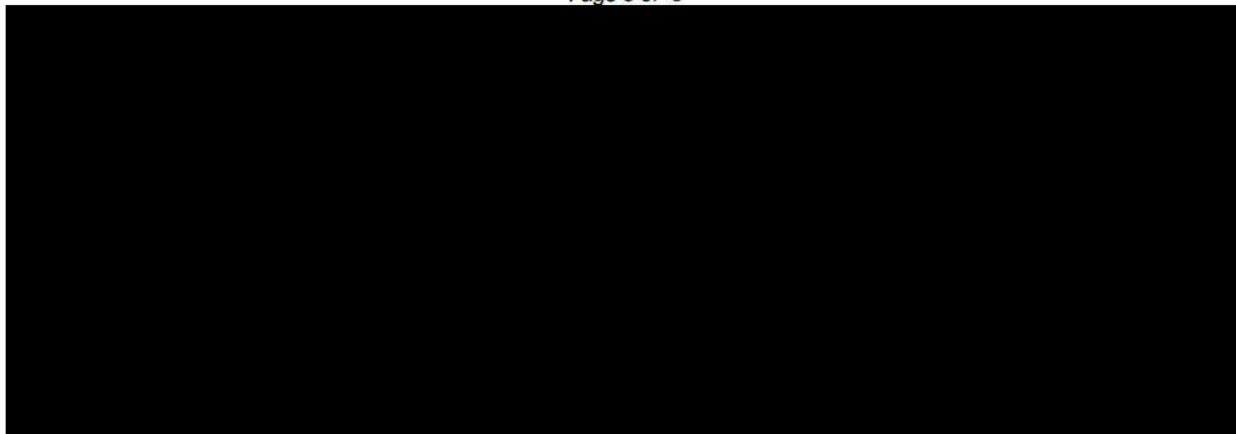


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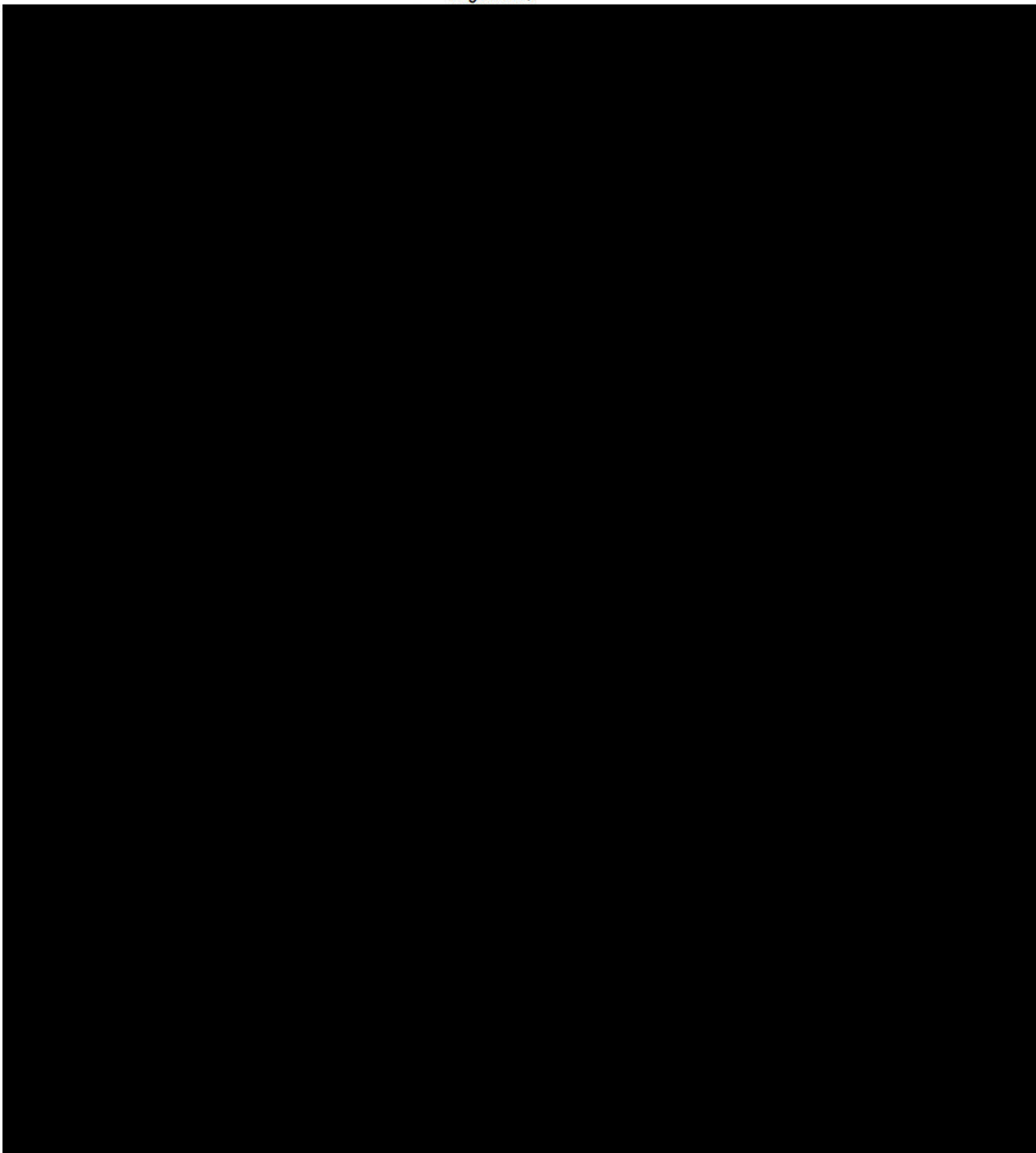
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Appendix V, Table 2

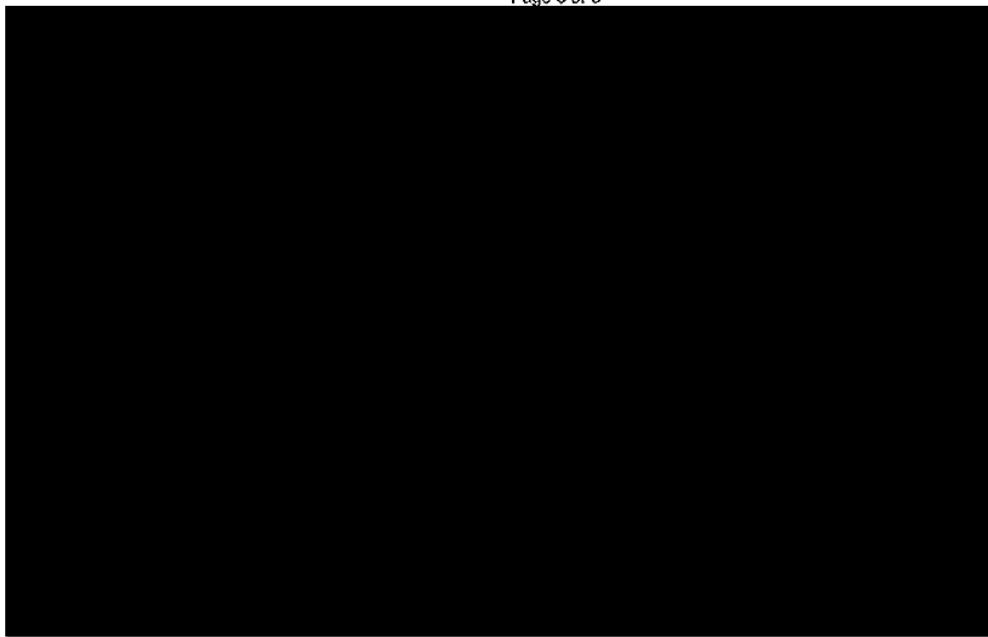
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Appendix V, Table 2
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Train Consists

<u>Train No.</u>	<u>Locomotive Consist</u>	<u>Cars</u>
1 & 2	2	11
	3	16
5 & 6	2	10
	3	15
11 & 14	2	12
	3	18
21 & 22	1	7
	2	14
300 thru 306	1	6
702 thru 718	1	7
	2	14
720 thru 745	1	7
	2	14
750 & 755	1	7
	2	14
769 thru 792	1	7
	2	14

The data in Appendix V, Table 1 is based on the consists contained in this Appendix V, Table 3. Prior to the development of the extra car tolerances in Appendix V, Table 4, the parties shall agree upon the maximum consist that may be operated prior to the allowance for extra car tolerance.

UP
Appendix V, Table 4*
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EXTRA CAR TOLERANCE

The following table sets forth the number of additional minutes tolerance allowed when the specific number of locomotives are operated with the specific number of cars specified in the segment preceding the checkpoint (as indicated below) where the tolerance is allowed. Cars of UP will not be counted. A dead in tow locomotive, not associated with en route mechanical failure on UP shall be counted as two cars. Time lost due to a locomotive in tow that failed en route on the UP shall be governed by Appendix V.A.1(c)(1), above. At the request of either party, this Table 4 shall be recalculated with current consist, equipment types and other data as may be appropriate using UP's Train Performance Calculator. The new Table 4 shall become effective 3 months after such request is made.

<u>Train #1</u>		<u>2 Locomotives</u>						<u>Train #2</u>		<u>2 Locomotives</u>					
<u>C/P</u>	Cars>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>C/P</u>	Cars>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
SAS		2	4	6	8	10	13	TUS		0	0	0	0	5	10
ALP		0	1	5	10	15	20	ALP		0	0	0	0	3	6
TUS		0	0	0	0	3	6	SAS		0	0	0	0	0	2
XEL		0	0	0	0	5	12	XIJ		2	4	6	9	11	13
Total		2	5	11	18	33	51	Total		2	4	6	9	19	31

<u>Train #5</u>		<u>2 Locomotives</u>							<u>Train #6</u>		<u>2 Locomotives</u>						
<u>C/P</u>	Cars>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>C/P</u>	Cars>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
GJT		0	0	0	0	0	0	0	ELK		4	10	17	26	31	0	0
ELK		0	0	0	0	1	3	4	GJT		0	0	0	0	0	0	0
EMY		0	1	1	2	3	4	6	XFT		0	0	0	0	0	0	0
Total		0	1	1	2	4	7	10	Total		4	10	17	26	31	0	0

<u>Train #11</u>		<u>2 Locomotives</u>					<u>Train #14</u>		<u>2 Locomotives</u>				
<u>C/P</u>	Cars>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>C/P</u>	Cars>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
KFS		5	11	18	26	35	SLO		1	2	3	4	5
SAC		1	2	3	5	7	OKJ		1	3	6	9	12
OKJ		0	1	1	2	2	SAC		0	1	1	2	2
SLO		1	2	3	5	6	KFS		2	5	9	14	20
MPK		1	2	3	5	6	PDX		1	2	3	4	6
Total		8	18	28	43	56	Total		5	13	22	33	45

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Appendix V, Table 4*
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EXTRA CAR TOLERANCE

<u>Train #21</u>						<u>Train #22</u>							
2 Locomotives						2 Locomotives							
<u>C/P</u>	Cars>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>C/P</u>	Cars>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
XW1		0	0	0	0	0	XOJ		0	0	0	0	0
MHL		0	0	1	3	6	MHL		0	0	0	0	0
XFF		0	0	0	0	2	XW1		4	7	12	17	21
SAS		0	0	0	0	0	JOL		0	0	0	0	0
Total		0	0	1	3	8	Total		4	7	12	17	21

Train #21						Train #22							
1 Locomotive						1 Locomotive							
C/P	Cars>	8	9	10	11	12	C/P	Cars>	8	9	10	11	12
XW1		0	0	0	0	0	XOJ		0	0	3	0	0
MHL		0	0	6	0	0	MHL		0	0	0	0	0
XFF		0	0	0	0	0	XW1		2	7	15	10	11
SAS		0	0	0	0	0	JOL		0	0	0	0	0
Total		0	0	6	0	0	Total		2	7	18	10	11

<u>Train #311/313</u>						<u>Train #314/316</u>							
1 Locomotive						1 Locomotive							
C/P	Cars>	6	7	8	9	10	C/P	Cars>	6	7	8	9	10
XRC		2	5	7	9	12	XGA		2	4	7	9	12

* The parties acknowledge that the extra car tolerances set forth in this revised Appendix V, Table 4 may not have been determined using UP's Train Performance Calculator, and may not represent the extra car tolerances necessitated by the physical characteristics of the individual segments for the listed trains. By incorporating this revised Table 4 in this Amendment, neither party waives its right to request that Table 4 be recalculated in accordance with this Appendix V, Table 4.

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Appendix V, Table 5 deleted effective July 1, 2013

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PUBLIC VERSION - ADDITIONAL REDACTIONS PURSUANT TO BOARD ORDER

PUBLIC VERSION - REDACTED

REPLY EXHIBIT B

PUBLIC VERSION - ADDITIONAL REDACTIONS PURSUANT TO BOARD ORDER

Reply Exhibit B

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Sunset Limited Train 1					Schedule Skeleton - Sunset Limited/Train 1 (MoWeSa) January 23, 2023											
Effective 3/11/22 MoWeSa	Days of Operation	Effective 1/23/23 MoWeSa	Remarks and Changes		Uniform M	RR	Mileage	Services	PRT	Recovery Minutes	Misc. Adjust.	Dwell Minutes	Arrive	Depart	Station	timezone
9:00 AM	Dp	9:00 AM			A0.0	AMT	0.0	T,E,F,A,I,W,G						9:00 AM	New Orleans, LA	CT
10:30 AM	Dp	10:30 AM			A908.7	CNIC	3.7		10	5			9:15 AM	9:15 AM	XSU - Southport Jct	
11:56 AM	Dp	11:56 AM			A906.5	NOPB	5.9		5				9:20 AM	9:20 AM	XEB - East Bridge Jct	
12:24 PM	Dp	12:24 PM			B8.1	BNSF	11.1		19	1			9:40 AM	9:40 AM	XWB - West Bridge Jct	
1:55 PM	Dp	1:55 PM			B14.8	BNSF	15.5		7	2	5		9:54 AM	9:54 AM	XLL - Live Oak	
3:48 PM	Dp	3:48 PM			C55.0	BNSF	55.6		37	-3		2	10:28 AM	10:30 AM	Schriever, LA	
6:18 PM	Ar	6:18 PM			C125.6	BNSF	127.1		82	2		2	11:54 AM	11:56 AM	New Iberia, LA	
6:55 PM	Dp	6:55 PM			C144.5	BNSF	145.1		22	3		3	12:21 PM	12:24 PM	Lafayette, LA	
12:05 AM	Ar	12:05 AM			C205.4	BNSF	205.8		70	32	16		2:22 PM	2:22 PM	Iowa Jct.	
2:45 AM	Dp	2:45 AM			E205.4	UP	205.8				-39		1:43 PM	1:43 PM	XIJ - Iowa Jct.	
5:49 AM	Dp	5:52 AM	+3" rec.		E218.6	UP	219.4		18	-8		2	1:53 PM	1:55 PM	Lake Charles, LA	
8:24 AM	Dp	8:27 AM			E280.2	UP	280.7	t, e	79	4	16	14	3:34 PM	3:48 PM	Beaumont, TX	
10:38 AM	Dp	10:41 AM			F362.3	UP	362.5		104	46		37	6:18 PM	6:55 PM	Houston, TX	
1:22 PM	Ar	1:25 PM			F375.6	UP	375.8		25				7:20 PM	7:20 PM	XWJ- West Junction, TX	
1:47 PM	Dp	1:50 PM			F36.4	UP	400.7		26				7:46 PM	7:46 PM	XRB- Rosenberg, TX	
3:18 PM	Dp	3:58 PM	+35" Dwell. +2" PRT		F69.3	UP	433.6		30				8:16 PM	8:16 PM	XEA- Eagle Lake, TX.	
4:13 PM	Dp	4:53 PM			F120.0	UP	484.3		50				9:06 PM	9:06 PM	XFA- Flatonia, TX	
5:18 PM	Dp	6:58 PM			F163.0	UP	527.3		45				9:51 PM	9:51 PM	XKG- Kingsbury, TX	
6:45 PM	Ar	8:20 PM	-5" Misc. -35" Dwell (No fueling at Tucson)		F201.4	UP	565.7	FR	41	23	20	8	11:15 PM	11:23 PM	XKY - Kirby	
7:35 PM	Dp	8:35 PM			F209.3	UP	572.8	I,T,E,W,G	17	25		160	12:05 AM	2:45 AM	San Antonio, TX	
8:52 PM	Ar	9:52 PM			F218.8	UP	582.3		13		2		3:00 AM	3:00 AM	Withers, TX	
9:02 PM	Dp	10:02 PM			F223.8	UP	588.1		6				3:06 AM	3:06 AM	Macdonia Siding	
11:49 PM	Dp	12:49 AM			F234.2	UP	598.7		9		7		3:22 AM	3:22 AM	Lacoste Siding	
2:02 AM	Dp	2:02 AM			F247.4	UP	610.9		14				3:36 AM	3:36 AM	Dunlay Siding	
3:54 AM	Dp	3:54 AM			F259.6	UP	623.1		18				3:54 AM	3:54 AM	XHT- EE Hondo, TX	
4:04 AM	Dp	4:04 AM			F340.0	UP	703.5		74				5:08 AM	5:08 AM	XPF- Spofford, TX	
5:35 AM	Ar	5:35 AM			F378.5	UP	741.9		35	7		2	5:50 AM	5:52 AM	Del Rio, TX	
					F441.5	UP	804.9		67				6:59 AM	6:59 AM	XLY- Langtry, TX	
					F506.2	UP	867.8		78	9		1	8:26 AM	8:27 AM	Sanderson, TX	
					F608.5	UP	959.0	Le	98	26		10	10:31 AM	10:41 AM	Alpine, TX	
					F667.1	UP	1017.6		60				11:41 AM	11:41 AM	XVL-Valentine, TX CT	
					F737.2	UP	1087.7		55				11:36 AM	11:36 AM	XTS-Sierra Blanca, TX MT	
					G1295.8	UP	1177.5	T,E,FV,G,W	91	5	13	25	1:25 PM	1:50 PM	El Paso, TX MT	
					G1275.0	UP	1198.5	F	28			35	2:18 PM	2:53 PM	Santa Teresa Fuel Tracks, NM	
					G1208.2	UP	1265.4		56	7		2	3:56 PM	3:58 PM	Deming, NM	
					G1149.8	UP	1325.1		48	5		2	4:51 PM	4:53 PM	Lordsburg, NM MT	
					G1032.6	UP	1443.6		115	8		2	6:56 PM	6:58 PM	Benson, AZ MST	
					G985.8	UP	1493.3		53	17	12	15	8:20 PM	8:35 PM	Tucson, AZ	
					G897.8	UP	1579.4	t,e	72	5		10	9:52 PM	10:02 PM	Maricopa, AZ	
					G831.3	UP	1645.9		53				10:55 PM	10:55 PM	XZS- Sentinel, AZ	
					G732.4	UP	1743.9		94	8	8	4	12:45 AM	12:49 AM	Yuma, AZ MST	
					G713.6	UP	1762.7		20		3		1:12 AM	1:12 AM	Cactus, CA PT	
					G675.6	UP	1800.7		28				1:40 AM	1:40 AM	XIC-Iris, CA	
					G667.8	UP	1808.4		8				1:48 AM	1:48 AM	Niland, CA	
					G640.6	UP	1835.7		21	2			2:11 AM	2:11 AM	Ferrum, CA	
					G620.2	UP	1857.9		15	4			2:30 AM	2:30 AM	XTH- Thermal, CA	
					G581.7	UP	1888.3		28			4	1:58 AM	2:02 AM	Palm Springs, CA	
					G521.1	UP	1955.5		85	27		3	3:54 AM	3:57 AM	D Ontario, CA	
					G514.3	UP	1962.4		8	-1		3	4:04 AM	4:07 AM	D Pomona, CA	
					G495.2	UP	1981.1		19		39		5:05 AM	5:05 AM	XEL - El Monte	
					H0.0	SCRRA	1994.1	T,E	19	10	1		5:35 AM		Los Angeles, CA PT	
										Total Pure Run	Total Recovery Minutes	Total Misc. Adjust.	Total Dwell	Total Schedule Time		
										2075	271	103	346	2795		

Purpose of Misc. Adjustments

5 minutes XLL-Live Oak.
 16 minutes Iowa Jct.
 -39 minutes XIJ- Iowa Jct to Offset BNSF recovery.
 16 minutes Beaumont.
 20 minutes XKY-Kirby.
 2 minutes Withers.
 7 minutes Dunlay.
 13 minutes El Paso.
 12 minutes Tucson.
 8 minutes Yuma.
 3 minutes Cactus.
 39 minutes XEL- El Monte.
 1 minute LAX.

2/10/22

PUBLIC VERSION - ADDITIONAL REDACTIONS PURSUANT TO BOARD ORDER

Reply Exhibit B

Page 2 of 2

PUBLIC VERSION - REDACTED

Sunset Limited Train 2			Remarks and Changes	Schedule Skeleton - Sunset Limited/Train 2 (SuWeFr)										January 23, 2023		timezone
Effective 3/13/2022 SuWeFr	Days of Operation	Effective 1/23/23 SuWeFr		Uniform M	RR	Mileage	Services	PRT	Recovery Minutes	Misc. Adjust.	Dwell Minutes	Arrive	Depart	Station	PT	
10:00 PM	Dp Los Angeles, CA	PT 10:00 PM	-32" Dwell (No longer Fueling at Tucson)	H0.0	SCRRRA	0.0	T,E,FA,W,I,G						10:00 PM	Los Angeles, CA	PT	1:00
10:41 PM	Dp Pomona, CA	10:41 PM		G495.2	UP	13.0		18				10:18 PM	10:18 PM	XEL - El Monte		
10:54 PM	Dp Ontario, CA	10:54 PM		G514.3	UP	31.7		20			3	10:38 PM	10:41 PM	Pomona, CA		
12:36 AM	Dp Palm Springs, CA	PT 12:36 AM		G521.1	UP	38.6		8	2		3	10:51 PM	10:54 PM	Ontario, CA		
2:47 AM	Dp Yuma, AZ	MST 3:47 AM		G581.7	UP	105.8		82	3	12	5	12:31 AM	12:36 AM	Palm Springs, CA		
5:30 AM	Ar Maricopa, AZ	6:30 AM		G620.2	UP	136.2		28				1:04 AM	1:04 AM	XTH- Thermal, CA		
5:40 AM	Dp	6:40 AM		G640.6	UP	155.1		16				1:20 AM	1:20 AM	Ferrum, CA		
7:28 AM	Ar Tucson, AZ	8:28 AM		G667.8	UP	184.1		19				1:39 AM	1:39 AM	Niland, CA		
8:15 AM	Dp	8:43 AM		G675.6	UP	191.9		6				1:45 AM	1:45 AM	XIC-Iris, CA		
9:15 AM	Dp Benson, AZ	MST 9:43 AM		G713.6	UP	228.1		29				2:14 AM	2:14 AM	Cactus, CA	PT	
12:15 PM	Dp Lordsburg, NM	MT 11:43 AM	-5" Misc. +2" PRT +45" Dwell at Santa Teresa -10" Dwell	G732.4	UP	250.2		18	8	2	5	3:42 AM	3:47 AM	Yuma, AZ	MST	
1:10 PM	Dp Deming, NM	12:38 PM		G831.3	UP	349.1		93				5:20 AM	5:20 AM	XZS-Sentinel, AZ		
3:10 PM	Ar El Paso, TX	3:20 PM		G897.8	UP	414.7	t,e	53	7	10	10	6:30 AM	6:40 AM	Maricopa, AZ		
3:35 PM	Dp	3:35 PM		G985.8	UP	500.8		74	34		15	8:28 AM	8:43 AM	Tucson, AZ		
8:45 PM	Dp Alpine, TX	CT 8:45 PM		G1032.6	UP	550.5		53	5		2	9:41 AM	9:43 AM	Benson, AZ	MST	
10:36 PM	Dp Sanderson, TX	10:36 PM		G1149.8	UP	669.0		115	4		1	11:42 AM	11:43 AM	Lordsburg, NM	MT	
1:02 AM	Dp Del Rio, TX	1:02 AM		G1208.2	UP	728.7		49	5		1	12:37 PM	12:38 PM	Deming, NM		
4:50 AM	Ar San Antonio, TX	4:50 AM		G1275.0	UP	795.6		64			45	1:42 PM	2:27 PM	Santa Teresa Fuel Tracks, NM		
6:25 AM	Dp	6:25 AM		G1295.8	UP	816.6	T,E,W,G, FV	32	21	0	15	3:20 PM	3:35 PM	El Paso, TX	MT	
11:10 AM	Ar Houston, TX	11:10 AM		F737.2	UP	906.4		95				5:10 PM	5:10 PM	XTS-Sierra Blanca, TX		
12:10 PM	Dp	12:10 PM	2/10/22	F667.1	UP	976.5		55				7:05 PM	7:05 PM	XVL-Valentine, TX	CT	
2:05 PM	Dp Beaumont, TX	2:05 PM		F608.5	UP	1035.1	t,e	59	31		10	8:35 PM	8:45 PM	Alpine, TX		
3:29 PM	Dp Lake Charles, LA	3:29 PM		F506.2	UP	1126.3		98	12		1	10:35 PM	10:36 PM	Sanderson, TX		
5:15 PM	Dp Lafayette, LA	5:15 PM		F441.5	UP	1191.0		78				11:54 PM	11:54 PM	XLY- Langtry, TX		
5:41 PM	Dp New Iberia, LA	5:41 PM		F378.5	UP	1252.2		66			2	1:00 AM	1:02 AM	Del Rio, TX		
7:03 PM	Dp Schriever, LA	7:03 PM		F340.0	UP	1290.7		40				1:42 AM	1:42 AM	XPF- Spofford, TX		
9:40 PM	Ar New Orleans, LA	9:40 PM		F259.6	UP	1371.1		75				2:57 AM	2:57 AM	XHT- EE Hondo, TX		
				F247.4	UP	1378.3		17				3:14 AM	3:14 AM	Dunlay siding		
				F234.2	UP	1391.5		16				3:30 AM	3:30 AM	Lacoste siding		
				F223.8	UP	1402.1		11	8			3:49 AM	3:49 AM	Macdona siding		
				F218.8	UP	1406.9		10	1			4:00 AM	4:00 AM	Withers, TX		
				F209.3	UP	1421.3	I,T,E,W,G	16	34		95	4:50 AM	6:25 AM	San Antonio, TX		
				F201.4	UP	1428.4	FR	20	2		8	6:47 AM	6:55 AM	XKY - Kirby Yd.		
				F163.0	UP	1466.8		39		15		7:49 AM	7:49 AM	XKG- Kingsbury, TX		
				F120.0	UP	1509.8		40				8:29 AM	8:29 AM	XFA- Flatonia, TX		
				F69.3	UP	1560.5		50	1			9:20 AM	9:20 AM	XEA- Eagle Lake, TX		
				F36.4	UP	1593.4		30				9:50 AM	9:50 AM	XRB- Rosenberg, TX		
				F375.6	UP	1618.3		26	9			10:25 AM	10:25 AM	XWJ- West Junction, TX		
				F362.3	UP	1631.6		24	21		60	11:10 AM	12:10 PM	Houston, TX		
				E280.2	UP	1713.4	e, t	101	2		12	1:53 PM	2:05 PM	Beaumont, TX		
				E218.6	UP	1774.7		76	6		2	3:27 PM	3:29 PM	Lake Charles, LA		
				E205.4	UP	1788.3		16	69			4:54 PM	4:54 PM	Iowa Jct.		
				C205.4	BNSF	1788.3				-54		4:00 PM	4:00 PM	XIJ - Iowa Jct.		
				C144.5	BNSF	1849.0		68	4		3	5:12 PM	5:15 PM	Lafayette, LA		
				C125.6	BNSF	1867.0		24			2	5:39 PM	5:41 PM	New Iberia, LA		
				C55.0	BNSF	1938.5		81	-1		2	7:01 PM	7:03 PM	Schriever, LA		
				B14.8	BNSF	1978.6		42	37			8:22 PM	8:22 PM	XLL - Live Oak		
				B8.1	NOPB	1983.0		8	-2			8:28 PM	8:28 PM	XWB - West Bridge Jct		
				A906.5	CNIC	1988.2		19				8:47 PM	8:47 PM	XEB - East Bridge Jct.		
				A908.7	AMT	1990.4		5				8:52 PM	8:52 PM	XSU - Southport Jct		
				A0.0	AMT	1994.1	T,E,FA,I,W,G	19	22	7		9:40 PM		New Orleans, LA		
								Total Pure Run	Total Recovery Minutes	Total Misc. Adjust.	Total Dwell	Total Schedule Time				
								2101	345	-8	302	2740	2/10/22			

Purpose of Misc. Adjustments

- 12 minutes Palm Springs.
- 2 minutes Yuma.
- 7 minutes Maricopa.
- minutes El Paso.
- 15 minutes Houston.
- 54 minutes Iowa Jct to offset UP recovery.

PUBLIC VERSION - REDACTED

REPLY EXHIBIT C

S1-281-Ca



CONTRACT

BETWEEN

Central Pacific Railway Company
Southern Pacific Company

AND

Great Northern Railway Company

DATED NOVEMBER 18, 1927

Joint Use of Line Between Chemult and
Klamath Falls, Oregon.
Bridge Rights at Klamath Falls, Oregon.

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Contract, made the Eighteenth day of November, 1927, between **CENTRAL PACIFIC RAILWAY COMPANY**, a Utah corporation, and **SOUTHERN PACIFIC COMPANY**, a Kentucky corporation, lessee of said Central Pacific Railway Company, parties of the first part, hereinafter collectively referred to as "Pacific Company", and **GREAT NORTHERN RAILWAY COMPANY**, a Minnesota corporation, party of the second part, hereinafter referred to as "Northern Company",

WITNESSETH:

PART ONE—JOINT USE

ARTICLE I.

Rights granted to Northern Company by Pacific Company.

Section 1:—The Pacific Company grants to the Northern Company the equal joint use (in common with Pacific Company and such other companies as it may admit) of all that part of the railway and appurtenant property of the Pacific Company, including telegraph and telephone lines, in Klamath County, Oregon, between a connection with the line of the Northern Company near the south switch at Chemult, a point in the main line of the Pacific Company, known as Engineer Survey Station "D" 1792+59.4, Mile Point 502.8452, said point being located in the south half of the southwest quarter of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, and a point in the main line of the Pacific Company where the same crosses the south line of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, known as Engineer Survey Station "G" 3465+46.6, Mile Point 430.9195; the distance between said two points being 71.9257 miles; the location of said part of said railway and points of connection herein intended

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being for greater certainty delineated in red color on map hereto attached marked Exhibit "A" and made a part hereof, identified by the signatures of the Chief Engineers of the parties.

The property subject to joint use includes all rights of the Pacific Company in and to industry tracks connecting with the railway above described, and paid for in whole or in part by others, and all industry tracks and industry sites the cost of which is included in the amount upon which rental is computed hereunder, and prior to the date that this contract shall become effective the Pacific Company shall obtain so far as necessary and possible the amendment of all contracts with the industries served by such tracks or occupying such industrial sites so that the terms and conditions of such contracts shall inure equally to the benefit of both parties hereto.

The Pacific Company grants unto the Northern Company the right at the expense of the Northern Company to connect its line with the said railway of the Pacific Company at the points of connection designated approximately in the foregoing but under supervision of the Pacific Company as to construction on its property.

The Northern Company, by its own employes and rolling stock, may do and transact over, upon and by means of said railway and appurtenances and all additions, improvements and betterments thereto all such business as is or hereafter may be carried on by a railway company and a common carrier, including mail and express, subject only to the terms and conditions hereinafter stated.

The appurtenances hereinabove mentioned shall include telegraph and telephone lines now or hereafter owned and used by the Pacific Company in the dispatching of trains or other necessary conduct of the business conducted over and upon said railway, excepting, however, such telephone

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and telegraph wires as the Pacific Company may reserve for its exclusive use. It is understood that Western Union Telegraph Company owns and operates upon the right of way of said railway a line of telegraph poles and wires under an agreement between said Pacific Company and said Telegraph Company, by which agreement the Pacific Company has the use of one or more wires of said telegraph line, and that with respect to such telegraph line the Northern Company may make its own arrangement with said Western Union Telegraph Company for the construction and use of telegraph and/or telephone wires which it may desire for its own railroad business.

**Management
and control.**

Section 2:—The Pacific Company will have the general control, management and administration of said railway and appurtenances, and will maintain and at all times keep the same in good condition and repair for a railroad of its class, and suitable for the business of the Northern Company. It will pay the taxes thereon and comply with all the regulations prescribed by law with respect thereto, and will furnish water for operation and materials incident to the maintenance of the property jointly used. It shall not be bound to furnish any fuel or other supplies, except water for the trains or equipment of the Northern Company, nor for the special or exclusive use in any other manner of the Northern Company or its officers or employees. The Pacific Company shall have unrestricted power to change, add to, better or repair the property as it may consider advisable, including the right to provide such additional main and other tracks as it shall deem necessary, not however so as by such changes, additions, betterments or repairs permanently to impair its usefulness to the Northern Company.

**Construction of
additional facilities.**

If the Northern Company shall at any time deem the construction of local side tracks (other than passing or yard tracks) or industry tracks, nec-

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essary to the proper conduct of its business, the Northern Company may request the Pacific Company in writing to put in such tracks, and if the Pacific Company shall fail to commence work thereon within a period of thirty (30) days and complete the same within a reasonable time thereafter, the Northern Company may put in such tracks at its own cost and expense, including the expense of connections; such connections to be made in such manner and at such points as the Chief Engineer of the Pacific Company may designate. The Northern Company shall have the exclusive use of the tracks so put in and the Pacific Company shall maintain the same at the expense of the Northern Company; but the Pacific Company shall have the right to purchase them or any of them on reasonable notice and at the cost thereof plus interest at rate of five (5) per cent per annum from date of completion thereof, in which event the Northern Company shall pay on the basis hereinafter stated, its share of interest on cost and expense of maintenance and operation of the facilities so purchased.

Should either party hereto conclude to change the nature of its motive power and use some other form of power than steam and, for the purpose of such change, make additions to the property covered by this agreement, and should the other party hereto make no use of such additions, it shall be and is hereby permitted to do so, provided such changes shall not materially interfere with the use by the other party of the property covered by this agreement; but such other party shall not be required to pay any part of the cost, charge or expense of operation and maintenance of said added facilities so created unless and until it shall desire to use the same.

Should such added facilities be installed by the Pacific Company and the Northern Company thereafter elect to use the same, thereupon the cost thereof shall be added to the value of the property jointly used hereunder as in

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the case of improvements, betterments and additions as herein provided, and said facilities shall thereupon become a part of the jointly used property.

Should such added facilities be installed by the Northern Company and the Pacific Company thereafter elect to use the same, thereupon it shall within thirty days after such election and coincident with beginning of its use thereof pay to the Northern Company the cost thereof, and such amount shall be added to the value of the property jointly used hereunder as in the case of additions, betterments and improvements as herein provided, and said added facilities shall thereupon become a part of said property.

In case the Northern Company creates its own fuel facilities on the property of the Pacific Company, the Pacific Company shall have the right to purchase them, or any of them, on reasonable notice and at the cost thereof, in which event the Northern Company shall have the joint use thereof and shall pay on use basis hereinafter stated its share of interest on cost and expense of maintenance and operation of the facilities so purchased.

Should the Northern Company erect on the property of the Pacific Company any fuel facilities as hereinbefore provided and the Pacific Company need for railway purposes the property upon which the same are erected it shall have the right to move such facilities to some other and reasonable location; the cost of such removal to be charged to operation and paid as herein provided.

Operating rules
and regulations.

*Section 3:—*The Pacific Company will order and direct the movement of engines, cars and trains under such reasonable rules and regulations from time to time customary among railways as it may adopt. All rules, regulations and train schedules shall be equal, just and fair as between the parties, and shall not unjustly discriminate against either. All passenger

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trains shall be given preference over other trains, and the trains of the parties shall be given equal dispatch according to their respective classes. The Northern Company shall have, in every respect, the same rights and privileges in the transaction of its business of conducting transportation that the Pacific Company has as to its business of conducting transportation, and any right or privilege at any time granted by the Pacific Company to any user of the property in respect to its business of conducting transportation shall be a right or privilege which the Northern Company may at its option exercise in respect to its business.

Status of employees and neutrality.

Section 4—All agents and employees engaged upon the said railway by the Pacific Company shall do the business of the Northern Company without discrimination. Such agents and employees shall not solicit competitive business or recommend the routing thereof, but in all respects shall act with entire impartiality as between the parties. All agents collecting or receiving money shall, so far as concerns the business and revenues of the Northern Company, be the agents and employees of that company and shall report and remit direct to it. The Northern Company may bond such employees and the Pacific Company shall not be liable to the Northern Company for their acts, neglects or faults. Any joint local employee shall be removed from service on the property on the request in writing of the Northern Company giving reasonable and sufficient grounds for such removal. Any employee engaged in the service of the Northern Company upon or about the trains, fuel or other exclusive facilities of the Northern Company shall be withdrawn from service on the property on request in writing of the Pacific Com-

PUBLIC VERSION - REDACTED

REPLY EXHIBIT D

[CONFIDENTIAL MATERIAL REDACTED]

PUBLIC VERSION - REDACTED

REPLY EXHIBIT E

[CONFIDENTIAL MATERIAL REDACTED]

PUBLIC VERSION - REDACTED

REPLY EXHIBIT F

[CONFIDENTIAL MATERIAL REDACTED]